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No. 9]

NEW DELHI, SATURDAY, FEBRUARY 27, 1982/PHALGUNA 8, 1903

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके

Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक
प्रादेश और अधिसूचनाएं

Statutory Orders and Notifications issued by the Ministries of the Government of India
(other than the Ministry of Defence)

गृह मंत्रालय

(कार्मिक और प्रशासनिक सुधार विभाग)

नई दिल्ली, 15 फरवरी, 1982

का.आ. 732.—बण्ड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, बम्बई के एडवोकेट श्री पी. आर. नामजोशी को बम्बई में विशेष न्यायाधीश के न्यायालय में राज्याध्यक्ष अधिसूचना निदेशालय बम्बई के विशेष लोक अभियोजक श्री अदी पी. गांधी के विरुद्ध नियमित मामला संख्या 70/80 बम्बई में राज्य की ओर से पेश होने तथा अभियोजन का संचालन करने के लिए विशेष लोक अभियोजक नियुक्त करती है।

[संख्या 225/55/81-ए.वी.डी.-2]

MINISTRY OF HOME AFFAIRS

(Department of Personnel and Admin. Reforms)

New Delhi, the 15th February, 1982

S.O. 732.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints Shri P. R. Namjoshi, Advocate, Bombay, as a Special Public Prosecutor to appear and conduct prosecution on behalf of the State in the Court of Special Judge,

(112GU/81)

(843)

Bombay in Regular Case No. 70/80-Bombay, against Shri Adi P. Gandhi, Special Public Prosecutor, Directorate of Revenue Intelligence, Bombay.

[No. 225/55/81-AVD-II]

का.आ. 733.—बण्ड प्रक्रिया संहिता, 1973 (1973 का 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार हैदराबाद के एडवोकेट श्री डी. सत्यनारायण को हैदराबाद में विशेष पुलिस स्थापना के मामलों के विशेष न्यायाधीश के न्यायालय में श्री एम. आर. रेड्डी तथा अन्य के विरुद्ध नियमित मामला संख्या 4/76 सी.आई.ए.-2 (4 आरोप पत्र) में राज्य की ओर से अभियोजन का संचालन करने के लिए विशेष लोक अभियोजक नियुक्त करती है।

[संख्या 225/22/81-ए.वी.डी.-2]

एच. के. वर्मा, अवर सचिव

S.O. 733.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of the Criminal Procedure 1973 (2 of 1974), the Central Government hereby appoints Shri D. Satyanarayana, Advocate, Hyderabad, as Special Public Prosecutor for conducting the prosecution on behalf of the State in the Court of Special Judge for Special Police Establishment cases, Hyderabad in Regular Case No. 4/76-CIA.II (4 charge sheet's) against Shri M. R. Reddy and others.

[No 225/22/81-AVD-II]

H. K. VERMA, Under Secy.

वित्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 3 नवम्बर, 1981

आय-कर

का० आ० 734.—सर्वसाधारण की जानकारी के लिए अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् भारतीय चिकित्सा अनुसंधान परिषद्, नई दिल्ली ने निम्नलिखित संस्था को आय-कर नियम, 1962 के नियम 6(ii) के साथ गठित, आय-कर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खण्ड (ii) के प्रयोजनों के लिए चिकित्सा के क्षेत्र में "वैज्ञानिक अनुसंधान संगम" प्रवर्ग के अधीन, निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात्:—

- (1) यह कि न्यास चिकित्सा अनुसंधान के लिए प्राप्त राशियों का पृथक रूप से लेखा रखेगा।
- (2) यह कि न्यास अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी परिषद् को प्रति वर्ष 31 मई तक ऐसे प्ररूप में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकथित किया जाए और उसे सूचित किया जाए।
- (3) यह कि न्यास लेखाओं का वार्षिक संपरीक्षित विवरण परिषद् को प्रति वर्ष 31 मई तक भेजेगा और इसके प्रतिरिक्त इसकी एक प्रति सम्बद्ध आय-कर आयुक्त को भेजेगा।

संस्था

हरीलाल जयचन्द दोषी हॉस्पिटल न्यात, राजकोट का हरीलाल जयचन्द दोषी सार्वजनिक हॉस्पिटल और चिकित्सा अनुसंधान केन्द्र।

यह अधिसूचना 14-10-1981 से 13-10-1984 तक तीन वर्ष की अवधि के लिए प्रभावी है।

[स० 4292/फा० सं० 203/176/81-आई०टी०ए० II]

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 3rd November, 1981

INCOME-TAX

S.O. 734. It is hereby notified for general information that the institution mentioned below has been approved by Indian Council of Medical Research, New Delhi, the prescribed authority for the purposes of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 read with Rule 6(ii) of the Income-tax Rules, 1962 under the category of "scientific research association" in the field of Medical Research subject to the following conditions:—

- (i) That the Trust will maintain a separate account of the sums received by it for medical research.
- (ii) That the Trust will furnish annual return of its scientific research activities to the Council by 31st May each year at the latest in such form as may be laid down and intimated to them for this purpose.
- (iii) That the Trust will furnish a copy of the annual audited statement of accounts to the Council by

31st May each year and in addition send a copy of it to the concerned Income-tax Commissioner

INSTITUTION

Harilal Jechand Deshi Sarvajanic Hospital and Medical Research Centre of the Harilal Jechand Doshi Hospital Trust, Rajkot.

The notification is effective for a period of three years from 14-10-1981 to 13-10-1984.

[No 4292/F No 203/176/81-ITA II]

नई दिल्ली, 25 नवम्बर, 1981

आय-कर

का० आ० 735.—में सर्वसाधारण की जानकारी के लिए अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् भारतीय आयुर्विज्ञान अनुसंधान परिषद्, नई दिल्ली ने निम्नलिखित संस्था को आय-कर नियम, 1962 के नियम 6(ii) के साथ गठित, आय-कर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खण्ड (ii) के प्रयोजनों के लिए चिकित्सा अनुसंधान के क्षेत्र में "वैज्ञानिक अनुसंधान संगम" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात्:—

- (1) यह कि संगम चिकित्सा अनुसंधान के लिए प्राप्त राशियों का पृथक रूप से लेखा रखेगा।
- (2) यह कि संगम प्रत्येक वर्ष के लिए अपने वैज्ञानिक अनुसंधान संबंधी क्रिया-कलापों की वार्षिक विवरणी परिषद् को प्रति वर्ष 31 मई तक ऐसे प्ररूप में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकथित किए जाएं और उसे सूचित किए जाएं।
- (3) यह कि संगम प्रत्येक वर्ष के लिए लेखाओं का वार्षिक संपरीक्षित विवरण परिषद् को प्रति वर्ष 31 मई तक भेजेगा और इसके प्रतिरिक्त इसकी एक प्रति सम्बद्ध आय-कर आयुक्त को भेजेगा।

संस्था

भारतीय सन्तव्य समिति का श्री प्रामुर्दे महविद्यालय, नागपुर। यह अधिसूचना 18-9-1981 से 2 वर्ष की अवधि के लिए प्रभावी है।

[स० 4335/फा० सं० 203/159/81-आई०टी०ए० II]

New Delhi, the 25th November, 1981

INCOME-TAX

S.O. 735.—It is hereby notified for general information that the institution mentioned below has been approved by Indian Council of Medical Research, New Delhi, the prescribed authority for the purposes of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 read with Rule 6(ii) of the Income-tax Rules, 1962 under the category of "scientific research association" in the field of Medical Research subject to the following conditions:—

- (i) That the Association will maintain a separate account of the sums received by it for medical research
- (ii) That the Association will furnish annual return of its scientific research activities to the Council by 31st May each year at the latest in such form as

may be laid down and intimated to them for this purpose.

- (iii) That the Association will furnish a copy of the annual audited statement of accounts to the Council by 31st May, each year and in addition send a copy of it to the concerned Income-tax Commissioner.

INSTITUTION

Shri Ayurveda Mahavidyalaya of Bhartiya Samanvaya Samiti, Nagpur.

The notification is effective for a period of two years from 18-9-1981.

[No. 4335/F. No. 203/159/81-ITA.II]

नई दिल्ली, 26 नवम्बर, 1981

आय-कर

का० प्रा० 736.—सर्वसाधारण की जानकारी के लिए अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् विज्ञान और प्रौद्योगिकी विभाग, नई दिल्ली ने निम्नलिखित संस्था को आय-कर नियम, 1962 के नियम 6(iv) के साथ पठित, आय-कर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खण्ड (ii) के प्रयोजनों के लिए अन्य प्राकृतिक और अनुप्रयुक्त विज्ञान के क्षेत्र में “संस्था” प्रवर्ग के अधीन, निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात् :—

- (i) यह कि अनुप्रयुक्त विज्ञान अनुसंधान विद्यालय मांगली कृषि/पशुपालन/मात्स्यकी और औषधि से भिन्न प्राकृतिक और अनुप्रयुक्त विज्ञान के क्षेत्र में वैज्ञानिक अनुसंधान के लिए प्राप्त राशियों का पृथक लेखा रखेगा।
- (ii) यह कि उक्त विद्यालय प्रत्येक वित्तीय वर्ष के लिए अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणों विहित प्राधिकारी को प्रति वर्ष 30 अप्रैल तक ऐसे प्ररूपों में प्रस्तुत करेगा जो हम प्रयोजन के लिए अधिकथित किए जाएं और उसे सूचित किए जाएं।
- (iii) यह कि उक्त विद्यालय प्रत्येक वर्ष के लिए लेखाओं की वार्षिक विवरणी और लेखा विवरण प्रतिवर्ष सम्यक् आय-कर आयुक्त को भेजेगा।

संस्था

अनुप्रयुक्त विज्ञान अनुसंधान विद्यालय, मांगली।

यह अधिसूचना 3-11-1981 से 2-11-1984 तक तीन वर्ष की अवधि के लिए प्रभावी है।

[सं० 4339/फा० सं० 203/110/81-आई टी ए II]

INCOME-TAX

New Delhi, the 26th November, 1981

S.O. 736.—It is hereby notified for general information that the institution mentioned below has been approved by Department of Science & Technology, New Delhi, the prescribed authority for the purposes of clause (ii) of sub-section (1) of section 35 of the Income-tax Act, 1961, read with Rule

6(iv) of the Income-tax Rules, 1962 under the category “Institution” in the area of other natural and applied sciences subject to the following conditions :—

- (i) That the School of Applied Research, Sangli will maintain a separate account of the sums received by it for scientific research in the field of natural and applied sciences other than Agricultural/Animal husbandry/Fisheries and medicines;
- (ii) That the said School will furnish Annual Returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.
- (iii) That the said School will submit the Annual Return and Statement of Accounts to the concerned Commissioner of Income-tax, every year.

INSTITUTION

School of Applied Research, Sangli

This notification is effective for a period of three years from 3-11-1981 to 2-11-1984.

[No. 4339/F. No. 203/110/81-ITA.II]

नई दिल्ली, 3 दिसम्बर 1981

आय-कर

का० प्रा० 737.—सर्वसाधारण की जानकारी के लिए यह अधिसूचित किया जाता है कि भारतीय कृषि अनुसंधान परिषद्, नई दिल्ली ने निम्नलिखित वैज्ञानिक अनुसंधान कार्यक्रम को आय-कर नियम, 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (2-क) के प्रयोजनों के लिए नीचे विनिर्दिष्ट अवधि के लिए अनुमोदित किया है।

1. वैज्ञानिक अनुसंधान सेव के मूल विगलन और परियोजना : स्तम्भ मूल संधि विगलन के नियंत्रण में संबंध में मिट्टी में विद्यमान कवकनाशी के अनुलम्बन का अध्ययन।
2. प्रायोजक : (क) हिन्दुस्तान लीवर लिमिटेड, नई दिल्ली।
3. प्रायोजन-स्थल : (ख) हिमाचल प्रदेश कृषि विश्व-विद्यालय, सोलन।
4. अनुसंधान परियोजना की अवधि 1 अगस्त, 1981 से 3 (तीन) वर्ष।
5. प्राक्कलित व्यय : 84,200 रु० (केवल चौरासो हजार दो सौ रुपए)।

2. हिमाचल प्रदेश कृषि विश्वविद्यालय, सोलन वित्त मंत्रालय (राजस्व विभाग) की अधिसूचना सं० 878, तारीख 18 अप्रैल, 1975 द्वारा आयकर अधिनियम, 1961 की धारा 35(1) (ii) के अधीन अनुमोदित है।

[सं० 4357/फा० सं० 203/101/80-आई टी ए II]

INCOME-TAX

New Delhi, the 3rd December, 1981.

S.O. 737.—It is hereby notified for general information that the following scientific research programme has been approved for the period specified below for the purposes of

sub-section (2A) of Section 35 of the Income-Tax Act, 1961, read with Rule 6 of the Income-tax Rules, 1962 by Indian Council of Agricultural Research, New Delhi.

1. NAME OF THE SCIENTIFIC RESEARCH PROJECT : Studies on persistence of fungicides in soil in relation to the Control of Root-Rot and Collar Rot of apple.
2. SPONSORED BY: (a) : Hindustan Lever Limited, New Delhi.
3. SPONSORED AT: (b) : Himachal Pradesh Krishi Vishva Vidyalaya, Solan 3 (Three) years with effect from 1st August, 1981.
4. DURATION OF THE PROJECT
5. ESTIMATED COST : Rs. 84,200 (Rupees Eighty four thousand and two hundred only).

2. Himachal Pradesh Krishi Vishva Vidyalaya, Solan stands approved u/s 35(1)(ii) of the Income-tax Act, 1961 vide Ministry of Finance (Department of Revenue) Notification No. 878 dated 18-4-1975.

[No. 4357/F. No. 203/101/81-IT-A. I]

आय कर

कां.आ. 738.—सर्वसाधारण की जानकारी के लिए यह अधिसूचित किया जाता है कि भारतीय कृषि अनुसंधान परिषद्, नई दिल्ली ने निम्नलिखित वैज्ञानिक अनुसंधान कार्यक्रम को आय-कर नियम, 1962 के नियम 6 के साथ पठित-आय कर अधिनियम, 1961 की धारा 35 की उप-धारा (2-क) के प्रयोजनों के लिए नीचे विनिर्दिष्ट अवधि के लिए अनुमोदित किया है।

1. वैज्ञानिक अनुसंधान परियोजना : कृषि अपशिष्टों की घाँघण क्षमता बढ़ाने के लिए कागज उद्योग बहिःस्त्राव (काला आसब) का उपयोग।
2. प्रायोजक : (क) हिन्दुस्तान लीवर लि., नई दिल्ली।
3. प्रयोजन-स्थल : (ख) आन्ध्र प्रदेश, कृषि विश्वविद्यालय, राजेन्द्र नगर, हैदराबाद।
4. अनुसंधान परियोजना की अवधि : 1 अक्टूबर, 1981 से 2 (दो) वर्ष।
5. प्राक्कलित व्यय : 96,800 रु० (केवल छियानवे हजार आठ सौ रुपए)।

2. आन्ध्र प्रदेश कृषि विश्वविद्यालय, हैदराबाद, अधिसूचना सं० 878 (फा०सं० 203/39/75-आई टी ए II), तारीख 18 अप्रैल, 1975 द्वारा आयकर अधिनियम, 1961 की धारा 35(1)(ii) के अधीन अनुमोदित है।

[सं० 4359/फा०सं० 203/144/80-आई टी ए I]

INCOME-TAX

S. O. 738.—It is hereby notified for general information that the following scientific research programme has been approved for the period specified below for the purposes of sub-section(2A) of section 35 of the Income-tax Act, 1961, read with Rule 6 of the Income-tax Rules, 1962 by Indian Council of Agricultural Research, New Delhi.

NAME OF THE SCIENTIFIC RESEARCH PROJECT : Utilisation of Paper Industry

FIC RESEARCH PROJECT : Effluent (Black Liquor) for improving the nutritive value of Agricultural wastes.

- SPONSORED BY: (a) : Hindustan Lever Ltd., New Delhi.
- SOPNSORED AT: (b) : Andhra Pradesh Agricultural University, Rajendra Nagar, Hyderabad.
- DURATION OF THE PROJECT : 2 (Two) years with effect from 1st October, 1981.

ESTIMATED COST : Rs. 96,800 (Rupees ninety six thousand & eight hundred only).

2. Andhra Pradesh Agricultural University, Hyderabad stands approved u/s 35(1) (ii) of the Income-tax Act, 1961, vide late Finance Department Notification No. 878 (F.No. 203/39/75-II-A-II) dated 18-4-1975.

[No. 4359/F. No. 203/114/81-ITA.II]

कां.आ. 739.—सर्वसाधारण की जानकारी के लिए अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् भारतीय सामाजिक विज्ञान अनुसंधान परिषद् ने निम्नलिखित संस्था को आय-कर अधिनियम 1961 की धारा 35 की उपधारा (1) के खण्ड (iii) के प्रयोजनों के लिए निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात् —

1. यह कि केन्द्र इस छूट के अधीन संग्रहीत निधि का अनन्य रूप से सामाजिक विज्ञान के अनुसंधान की अभिवृद्धि के लिए उपयोग करेगा।
2. यह कि केन्द्र उसके द्वारा इस छूट के अधीन संग्रहीत निधि का लेखा पृथक से रखेगा।
3. यह कि केन्द्र इस छूट के अधीन संग्रहीत निधि का लेखा और वह रीति जिसमें उसका उपयोग किया गया है की वार्षिक रिपोर्ट और संपरीक्षित लेखा विवरण परिषद् को प्रतिवर्ष नियमित रूप से भेजेगा।

संस्था

महिला विकास अध्ययन केन्द्र, नई दिल्ली।

यह अधिसूचना 1-10-81 से 30-9-1984 तक तीन वर्ष की अवधि लिए प्रभावी है।

[सं० 4360/फा०सं० 203/293/80-आई टी ए II]

INCOME-TAX

S.O. 739.—It is hereby notified for general information that the institution mentioned below has been approved by the Indian Council of Social Science Research the prescribed authority for the purposes of clause (iii) of sub-section (1) of Section 35 of the Income-tax Act, 1961, subject to the following conditions :—

1. That such funds collected by the Centre under this exemption shall be utilised exclusively for promotion of research in Social Sciences.
2. That the Centre shall maintain a separate accounts of the funds collected by them under this exemption.

3. That the Centre shall send to the Council Annual Report and audited statement of accounts regularly showing the funds collected under this exemption and the manner in which these funds are utilized.

INSTITUTION

Centre for Women's Development Studies, New Delhi.

This notification is effective for a period of three years from 1-10-1981 to 30-9-1984.

[No. 4360/F. No. 203/293/80-ITA.II]

नई दिल्ली, 4 दिसम्बर, 1981

आयकर

कां.आ. 740—इस विभाग की अधिसूचना सं. 2402 (फा.सं. 203/66/78-आई.टी.ए.-II) तारीख 13-7-78 के अनुक्रम में, सर्वसाधारण की जानकारी के लिये अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् विज्ञान और प्रौद्योगिकी विभाग, नई दिल्ली ने निम्नलिखित संस्था की आय कर नियम, 1962 के नियम 6 के साथ पठित, आय कर अधिनियम 1961 की धारा 35 की उपधारा (i) खण्ड (ii) के प्रयोजनों के लिए अन्य प्राकृतिक और अनुप्रयुक्त विज्ञान के क्षेत्र में "संगम" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात् :—

1. यह कि पद्धति अनुसंधान संस्थान, पुणे प्राकृतिक या अनुप्रयुक्त विज्ञान के कृषि पशुपालन मात्स्यकी और औषधि में भिन्न क्षेत्र में वैज्ञानिक अनुसंधान के लिए प्राप्त राशियों का पृथक लेखा रखेगा।
2. यह कि उक्त संस्थान अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी विहित प्राधिकारी को प्रति वर्ष 30 अप्रैल तक ऐसे प्ररूपों में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधि-कथित किए जाएं और उसे सूचित किए जाएं।
3. यह कि उक्त संस्थान लेखाओं का वार्षिक संपरीक्षित विवरण प्रतिवर्ष सम्बद्ध आय कर आयुक्त को भेजेगा।

संस्था

पद्धति अनुसंधान संस्थान, पुणे

यह अधिसूचना 1-4-1981 से 31-3-1984 तक 3 वर्ष की अवधि के लिए प्रभावी है।

[सं. 4364/फा.सं. 203/111/81-आई.टी.ए.-II]

New Delhi, the 4th December, 1981

INCOME-TAX

S.O. 740.—In continuation of this Department's notification No. 2402 (F.No. 203/66/78-ITA.II) dated 13-7-1978, it is hereby notified for general information that the institution mentioned below has been approved by Department of Science and Technology, New Delhi the prescribed authority for the purposes of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 read with rule 6 of the Income-tax Rules, 1962 under the category "Association" in the area of other natural and applied science" subject to the following conditions :—

1. That the Systems Research Institute, Pune will maintain a separate account of the sums received by it for scientific research in the field of natural and

applied sciences other than agriculture/animal husbandry/fisheries and medicines.

2. That the said Institute will furnish annual returns of its scientific research activities to the prescribed authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.

3. That the said Institute will submit the annual return and statement of Accounts to the concerned Commissioner of Income-tax every year.

INSTITUTION

Systems Research Institute, Pune.

This notification is effective for a period of 3 years from 1-4-1981 to 31-3-1984.

[No. 4364/F. No. 203/111/81-ITA.II]

आयकर

कां.आ. 741.—सर्वसाधारण की जानकारी के लिये यह अधिसूचित किया जाता है कि सचिव, विज्ञान और प्रौद्योगिकी विभाग, नई दिल्ली ने निम्नलिखित वैज्ञानिक अनुसंधान कार्यक्रम को आयकर नियम, 1962 के नियम 6(4) के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (2क) के प्रयोजनों के लिये नीचे विनिर्दिष्ट अवधि के लिये अनुमोदित किया है।

1. वैज्ञानिक अनुसंधान परियोजना तेल शक्ति एल्कोहॉल का विकल्प
2. प्रायोजक (क) मैसर्स पंजाब ट्रैक्टर लिमिटेड, फेज 4-एस. एं.एम. नगर, जिला रोहड़ (पंजाब)
3. प्रायोजन-स्थल (ख) पंजाब विश्वविद्यालय, चंडीगढ़।
4. अनुसंधान परियोजना 1-12-1980 से 31-12-1984
5. प्राक्कलित व्यय 33.00 लाख रुपए

2. पंजाब विश्वविद्यालय, अधिसूचना सं. 56-11 ता. 4-6-1949 द्वारा आयकर अधिनियम, 1961 की धारा 10(2)(13) के अधीन अनुमोदित है।

[सं. 4366/फा.सं. 203/127/81-आई.टी.ए.-II]

INCOME-TAX

S.O. 741.—It is hereby notified for general information that the following research programme has been approved for the period specified below for the purposes of sub-section (2A) of Section 35 of the Income-tax Act, 1961 read with Rule 6(iv) of the Income-tax Rules, 1962, by the Secretary, Department of Science & Technology, New Delhi :—

1. SCIENTIFIC RESEARCH PROJECT : Alternative to Oil-power Alcohol.
2. SPONSORED BY (a) : M/s. Punjab Tractors Ltd. phase-IV, S.A.S. Nagar, Distt. Ropar (Punjab).
3. SPONSORED AT (b) : Punjab University, Chandigarh.

4. DURATION OF RESE- : 1-2-1980 to 31-12-1984.
ARCH PROJECT.

5. ESTIMATED OUTLAY, Rs. 33.00 lakhs.

2. Punjab University stands approved under section 10(2) (xiii) of the Income-tax Act, 1922 by Notification No. 56-T dated 4-6-1949.

[No. 4366 /F. No. 203/127/81-IT-A-II]

नई दिल्ली, 17 दिसम्बर, 1981

आयकर

कां०आ० 742.—इस विभाग की अधिसूचना सं० 2617 (फा०सं० 203/174/78-आई०टी०ए०-II) के क्रम में सर्वसाधारण की जानकारी के लिये, यह अधिसूचित किया जाता है कि सचिव विज्ञान और प्रौद्योगिकी विभाग, नई दिल्ली ने निम्नलिखित वैज्ञानिक अनुसंधान कार्यक्रम का आयकर नियम, 1962 के नियम 6(4) के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (2-क) के प्रयोजनों के लिये नीचे विनिर्दिष्ट अवधि के लिये अनुमोदित किया है।

1. वैज्ञानिक अनुसंधान परियोजना : संचरण लाइन इंसुलेटरों जैसी प्रौद्योगिक और खवणीय समस्याओं के लिये उप-चारी उपाय।
2. प्रायोजक : मैसर्स डब्ल्यू०एस०इंमूलेटर्स आफ इंडिया लिमिटेड मद्रास।
3. प्रायोजन-स्थल : भारतीय प्रौद्योगिकी संस्थान, मद्रास
4. अनुसंधान परियोजना : 1-11-1978 से 31-3-1982 की अवधि
5. प्राक्कलित व्यय : 1.45 लाख रु०

2. भारतीय प्रौद्योगिकी संस्थान, मद्रास अधिसूचना सं० कां०आ० 226 ता० 31 जनवरी, 1961 द्वारा आयकर अधिनियम, 1961 की धारा 35(i)(ii) के अधीन अनुमोदित है।

[सं० 4373/फा०सं० 203/160/81-आई०टी०ए०-II]

New Delhi, the 17th December, 1981

INCOME-TAX

S.O. 742.—In continuation of this Department's Notification No. 2617(F. No. 203/174/78-I. TA-II) dated 22-12-1978, it is hereby notified for general information that the following scientific research programme has been approved for the period specified below for the purposes of sub-section (2A) of Section 35 of the Income-Tax Act, 1961 read with Rule 6(iv) of the Income-tax Rules, 1962 by the Secretary, Department of Science & Technology, New Delhi :—

1. SCIENTIFIC RESEARCH PROGRAMME : Remedial Measure for Industrial and Saline Problems as Transmission Line Insulators.
2. SPONSORED (a) BY : M/s. W.S. Insulators of India Ltd., Madras

3. SPONSORED (b) AT : Indian Institute of Technology, Madras.

4. DURATION OF RESE- : 1-11-1978 to 31-3-1982.
ARCH PROJECT.

5. ESTIMATED EXPEN- : Rs. 1.45 lakhs.
DITURE

2. The Indian Institute of Technology, Madras, stands approved under section 35(1) (ii) of the Income-tax Act, 1961 by Notification No. S.O. 266 dated 31st January, 1961.

[No. 4373/F. No. 203/160/81-ITAI]

आयकर

कां०आ० 743.—इस विभाग की अधिसूचना सं० 2322/फा०सं० 203/72/79-आई०टी०ए०-II, तारीख 19-5-1979 के अनुक्रम में सर्वसाधारण की जानकारी के लिये अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात्, भारतीय आयुर्विज्ञान परिषद् नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम, 1962 के नियम 6(ii) के साथ पठित, आयकर अधिनियम, 1961 की धारा 35 की उपधारा (i) के खण्ड (ii) के प्रयोजनों के लिये चिकित्सा अनुसंधान के क्षेत्र में "वैज्ञानिक अनुसंधान संगम" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात् :—

- (i) यह कि संस्थान चिकित्सा अनुसंधान के लिये प्राप्त राशियों का पृथक् लेखा हीगा।
- (ii) यह कि संस्थान अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी परिषद् को प्रति वर्ष 31 मई तक ऐसे प्ररूप में प्रस्तुत करेगा जो इस प्रयोजन के लिये अधिकथित किया जाये और उसे सूचित किया जाये।
- (iii) यह कि संस्थान लेखाओं का वार्षिक संपरीक्षित विवरण परिषद् को प्रति वर्ष 31 मई तक भेजेगा और इसके अतिरिक्त हमकी एक प्रति सम्बद्ध आयकर आयुक्त को भेजेगा।

संस्था

दि कैसर होस्पिटल एंड रिसर्च इंस्टीट्यूट आफ दी जन विकास-न्यास पब्लिक ट्रस्ट, ग्वालियर।

यह अधिसूचना 24-4-81 से 19-4-1983 तक की दो वर्ष की अवधि के लिये प्रभावी है।

[सं० 4409/फा०सं० 203/73/81-आई०टी०ए०-II]

एग० ज० सी० गोयल, अवसर सचिव

New Delhi, the 12th January, 1982

INCOME-TAX

S.O. 743.—In continuation of this Department's Notification No. 2822 F. No. 203/72/79-ITA-II) dated 19-5-1979, it is hereby notified for general information that the institution mentioned below has been approved by the Indian Council of Medical Research, New Delhi, the prescribed authority for the purpose of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 read with Rule 6(ii) of the Income-tax Rules, 1962 under the category of "scientific

research association" in the field of Medical Research subject to the following conditions —

1. That the Institute will maintain a separate account of the sums received by it for medical research.
2. That the Institute will furnish annual returns of its scientific research activities to the Council by 31st May each year at the latest in such form as may be laid down and intimated to them for this purpose.
3. That the Institute will furnish a copy of the annual audited statement of accounts to the Council by 31st May each year and in addition send a copy of it to the concerned Income-tax Commissioner.

INSTITUTION

The Cancer Hospital & Research Institute of the Jan Vikas Nyas Public Trust, Gwalior.

The notification is effective for a period of two years from 20-4-1981 to 19-4-1983

[No. 4409/F. No. 203/73/81-ITA II]

M. G. C. GOYAL, Under Secy.

आर्थिक कार्य विभाग

(बैंकिंग प्रभाग)

नई दिल्ली, 6 फरवरी, 1982

का० आ० 744—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के खंड 7 के साथ पठित खंड 5 के उपखंड (1) के अनुसरण में केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् श्री पी० के० सेन गुप्ता को जिन्हें 8 फरवरी, 1982 से इलाहाबाद बैंक के निदेशक के रूप में नियुक्त किया है, उसी तारीख से इलाहाबाद बैंक के निदेशक बोर्ड के अध्यक्ष के रूप में नियुक्त करती है।

[संख्या एफ० 9/5/82-बी० आ०-I(2)]

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 6th February, 1982

S.O. 744.—In pursuance of sub-clause (1) of clause 5, read with clause 7, of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri P. K. Sengupta, who has been appointed as Managing Director of the Allahabad Bank with effect from 8th February, 1982 to be the Chairman of the Board of Directors of the Allahabad Bank with effect from the same date.

[No. F. 9/5/82-BO. I(2)]

का० आ० 745.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के खंड 8 के उपखंड (1) के साथ पठित खंड 3 के उपखंड (क) के अनुसरण में, केन्द्रीय सरकार भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् श्री पी० के० सेनगुप्ता को 8 फरवरी, 1982 से आरम्भ होने वाली और

7 अप्रैल, 1982 को समाप्त होने वाली अवधि के लिए इलाहाबाद बैंक के प्रबंध निदेशक के रूप में नियुक्त करती है।

[संख्या एफ० 9/5/82-बी० आ०-I(1)]

च० आ० मीरचन्दानी, उप सचिव

S.O. 745.—In pursuance of sub-clause (a) of clause 3, read with sub-clause (1) of clause 8, of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri P. K. Sengupta as the Managing Director of the Allahabad Bank for a period commencing on 8th February, 1982 and ending with 7th April, 1982

[No. F. 9/5/82-BO. I(1)]

C. W. MIRCHANDANI, Dy. Secy.

केन्द्रीय उत्पादन शुल्क समाहर्तलिय

अधिसूचना सं० 1/1982

कानपुर, 20 जनवरी, 1982

का० आ० 746—केन्द्रीय उत्पादन शुल्क नियमावली 1944 के नियम 233 के अन्तर्गत प्रदत्त शक्तियों का प्रयोग करते हुए मैं केन्द्रीय उत्पाद शुल्क समाहर्तलिय कानपुर के क्षेत्राधिकार में आने वाले सभी अल्यूमीनियम के गुल्लियों के विनिर्माताओं को जो यथा सशोधित अधिसूचना सं० 43/1975 दिनांक 1-3-1975 के अन्तर्गत केन्द्रीय उत्पाद शुल्क से छूट का लाभ उठा रहे हैं, यह निदेश देता है कि वे फार्म-एल-4 में लाइसेंस लेगे वे कच्चे माल का हिस्सा फार्म-4 और उत्पादन का हिस्सा (आर० जो-1) रखेंगे। यदि वे अपने प्रयोजन के लिये कोई अन्य उत्पादन और निकासी का हिस्सा रखते हों जो आगामी से समझ में आ सकें और जिससे केन्द्रीय उत्पाद शुल्क के मतलब की अपेक्षित सूचना मिलती हो तो उन्हें ये उपर्युक्त अभिलेख (रिकार्ड) रखने की जरूरत नहीं होगी। इसके अतिरिक्त अल्यूमिनियम की गुल्लिया सविधिक (कानूनी) बेटपामों के बदले क्रमांकित सख्या जोकि चालाना के अन्तर्गत निकाली जावगी। जिसको पहले से प्रमाणीकृत कराने की आवश्यकता न होय। उन्हें आर० टी०-12 अथवा निकासी देने या अन्य कोई रिकार्ड भी नहीं लिखने होंगे।

[पत्राक-बी-27(8) 155-आ०-4/81/4294]

जे० रामाकृष्णन, समाहर्ता

CENTRAL EXCISE COLLECTORATE

NOTIFICATION NO. 1/1982

Kanpur, the 20th January, 1982

S.O. 746.—In exercise of the powers conferred on me under Rule 233 of Central Excise Rules, 1944, I direct all the manufacturers of Aluminium Circles enjoying exemption from payment of Central Excise Duty under Notification No. 43/75 dated 1-3-1975 and as amended, falling under the jurisdiction of this Collectorate, to take out Central Excise Licence in form L-4 They will maintain raw material account (Form-

IV) and production records (RG-I). They need not maintain these records in case they are maintaining some account of production and clearance for their own purpose which provides the required information in an easily intelligible manner for Central Excise purposes. Further, Aluminium Circles will be removed under their serially numbered challans in lieu of statutory gate pass, which need not be pre-authenticated. They need not file RT-12 or other return or maintain any other records.

[C. No. V-27(8)155-Tech/V/81/4294]
J. RAMAKRISHNAN, Collector

बम्बई केन्द्रीय उत्पाद शुल्क समाहृतलय

अधिसूचना संख्या-के०उ०शु०-के०उ०नि०/173जी(4) 1/1982

का० आ० 747.—इस समाहृतलय की दिनांक 16-10-1981 की अधिसूचना संख्या-के०उ०शु०-के०उ०नि०/173जी(4)/5/1981 के साथ संलग्न उत्पाद शुल्केय पण्य वस्तुओं की सूची की क्रम संख्या 44 के बाद निम्नलिखित अन्तःस्थापित किये जायेंगे।

क्र० सं०	टैरिफ मद संख्या	पण्य वस्तु का नाम	प्रस्तावित मुख्य कच्चा माल
45	34-1 (1)	मोपेड आटो साइकिलें	(1) पिस्टन रिंग्स (2) इंजन ब्लॉक के अतिरिक्त गजन पिन तथा स्पीडोमीटर और टायर

2. स्व-निकासी कार्यविधि के अधीन शासित प्रत्येक निर्धारित, समाहृतलय की दिनांक 31 मई, 1968 की अधिसूचना संख्या —के०उ०शु०-के०उ०नि०/173जी(4)/1/1968 के अन्तर्गत पहले से निर्धारित प्रपत्र में मुख्य कच्चा माल का हिसाब-किताब रखेगा।

3. निर्धारित, केन्द्रीय उत्पाद शुल्क नियम, 1944 का नियम -55 के अधीन निर्धारित आर० टी० 5 प्रपत्र में संगत सूची में विनिर्दिष्ट मुख्य कच्चे माल की वास्तविकता की जाँच भी प्रस्तुत करेगा।

[फा० सं० बी०(30)29/विधि/74]
नु० श्री० दिलीपसिंहजी, समाहर्ता

BOMBAY CENTRAL EXCISE COLLECTORATE-I

NOTIFICATION NO. C EX. CER/173-G(4)/1/1982

S.O. 747.—The following shall be inserted after Serial No. 44 to the list of excisable commodities appended to this Collectorate Notification No. C. Ex. CER/173-G(4)/5/1981 dated 16-10-1981.

Sr. No.	Tariff Item No.	Name of Commodity	Principal Raw Material proposed
45	34-J(1)	Moped auto-cycles.	(i) Piston rings, (ii) Gudgeon Pin and speedometer, in addition to Engine Blocks and Tyres.

2. Each assessee governed under Self Removal Procedure shall maintain the account of principal raw material in the form already prescribed under this Collectorate Notification C.E. No. CER/173-G(4)/1/1968 dated the 31st day, 1968.

3. The assessee shall also furnish quarterly return in form RT. 5 prescribed under Rule 55 of the Central Excise Rules, 1944, in respect of the principal raw materials specified in the relevant list.

[F. No. V(30)29/Misc./74]
K. S. DILIPSINHJI, Collector

आणिष्य संजालय

नई दिल्ली, 27 फरवरी, 1982

का० आ० 748.—निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 17 के अन्तर्गत 1981 वर्ष के दौरान केन्द्रीय सरकार द्वारा जारी किए गए नियमों (संशोधित नियमों सहित) की तालिका।

क्र० सं०	निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 17 के अन्तर्गत 1981 वर्ष के दौरान केन्द्रीय सरकार द्वारा जारी किए गए नियमों (संशोधित नियमों सहित) की तालिका।	क०आ० संख्या	तारीख
1	2	3	4
** 1.	वायु संपीड़क का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) संशोधन नियम, 1980	10	27-12-1980
** 2.	आटोमोबाइल के पुर्जों, संघटक तथा उपसाधन का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) संशोधन नियम, 1980	11	27-12-1980
** 3.	साइकिल का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) संशोधन नियम, 1980	12	27-12-1980
** 4.	चषकदार इस्पात की छड़ों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) संशोधन नियम, 1980	13	27-12-1980
** 5.	ढले हुए लोहे के भजनाल पाइप और फिटिंगों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) संशोधन नियम, 1980	14	27-12-1980
** 6.	ढले हुए लोहे के मेनहॉल कवर तथा फ्रेम का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1980	15	27-12-1980

(1)	(2)	(3)	(4)	(1)	(2)	(3)	(4)
** 7. ठले हुए लोहे के स्पन पाइप का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) संशोधन नियम, 1980		16	27-12-1980	** 17. क्षणवीप का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) संशोधन नियम, 1980		26	27-12-1980
** 8. डीज़ल इंजिन का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) संशोधन नियम, 1980		17	27-12-1980	** 18. औद्योगिक जंजीरों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) संशोधन नियम, 1980		27	27-12-1980
** 9. घरेलू रेफ्रिजरेटर का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) संशोधन नियम, 1980		18	27-12-1980	** 19. लघु अभियांत्रिक वस्तुओं का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) संशोधन नियम, 1980		28	27-12-1980
** 10. शुष्क बैटरियों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) संशोधन नियम, 1980		19	27-12-1980	** 20. पाइप फिटिंग्स का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) संशोधन नियम, 1980		29	27-12-1980
** 11. विद्युत केबिल तथा चालक का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) संशोधन नियम, 1980		20	27-12-1980	** 21. शक्ति चालित पम्प का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) संशोधन नियम, 1980		30	27-12-1980
** 12. विद्युत लैप तथा ट्यूबों के निर्यात (क्वालिटी नियंत्रण और निरीक्षण) संशोधन नियम, 1980		21	27-12-1980	** 22. शक्ति परिणामित्र का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) संशोधन नियम, 1980		31	27-12-1980
** 13. बिजली के पंखों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) संशोधन नियम, 1980		22	27-12-1980	** 23. कक्ष वातानुकूलकों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) संशोधन नियम, 1980		32	27-12-1980
** 14. तामचीनी के बर्तनों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) संशोधन नियम, 1980		23	27-12-1980	** 24. सफाई संबंधी तथा जल फिटिंगों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) संशोधन नियम, 1980		33	27-12-1980
** 15. विस्तारित धातुओं की इस्पात की चदरों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) संशोधन नियम, 1980		24	27-12-1980	** 25. सिलाई की मशीनों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) संशोधन नियम, 1980		34	27-12-1980
** 16. कीलक का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) संशोधन नियम, 1980		25	27-12-1980	** 26. चांदी के पत्तर चढ़े बर्तनों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) संशोधन नियम, 1980		35	27-12-1980

(1)	(2)	(3)	(4)	(1)	(2)	(3)	(4)
**27	लघु अाजार तथा दम्ती अाजारो का नियति (क्वालिटी नियन्त्रण और निरीक्षण) संशोधन नियम, 1980	36	27-12-1980	38.	पी० बी० सी० चर्म कपडे का निर्यात (निरी- क्षण) नियम, 1981	47	3-10-1981
**28.	स्टैनलेम स्टील के बर्तनों का निर्यात (क्वालिटी नियन्त्रण और निरीक्षण) संशोधन नियम, 1980	37	27-12-1980	39.	अल्ट्रासैरीन नील का निर्यात (क्वालिटी निय- क्षण और निरीक्षण) नियम, 1981	92	10-1-1981
**29.	स्टील की टयबों का निर्यात (क्वालिटी-निय- क्षण और निरीक्षण) संशोधन नियम, 1980	38	27-12-1980	40.	निर्यात निरीक्षण परिषद् अंशदायी भविष्य निधि (संशोधन) नियम, 1981	688	28-2-1981
**30.	इस्पात के संदूको का निर्यात (क्वालिटी- नियन्त्रण और निरीक्षण) संशोधन नियम, 1980	39	27-12-1980	41.	निर्यात निरीक्षण अभि- करण अंशदायी भविष्य निधि (संशोधन) नियम, 1981	689	28-2-1981
**31.	इस्पात के तार के रस्सों का निर्यात (क्वालिटी- नियन्त्रण और निरीक्षण) संशोधन नियम, 1980	40	27-12-1980	42	निर्यात निरीक्षण परिषद्, मृत्यु-व-मेवा निवृत्ति उप- दान नियम, 1981	1607	30-5-1981
**32.	संचायक बैटरियो का निर्यात (क्वालिटी- नियन्त्रण और निरीक्षण) संशोधन नियम, 1980	41	27-12-1980	43.	निर्यात निरीक्षण अभि- करण, मृत्यु-व-मेवा निवृत्ति उपदान नियम, 1981	1608	30-5-1981
**33.	सचरण लाइन टावर का निर्यात (क्वालिटी नियन्त्रण और निरीक्षण) संशोधन नियम, 1980	42	27-12-1980	44.	निर्यात निरीक्षण परिषद्, अंशदायी भविष्य निधि द्वितीय संशोधन नियम, 1981	1609	30-5-1981
**34.	वाल्बों का निर्यात (क्वालिटी नियन्त्रण- और निरीक्षण) संशो- धन नियम, 1980	43	27-12-1980	45.	निर्यात निरीक्षण अभि- करण, अंशदायी भविष्य निधि द्वितीय संशोधन नियम, 1981	1610	30-5-1981
**35	जल प्रशीतको का निर्यात (क्वालिटी-नियन्त्रण और निरीक्षण) संशोधन नियम, 1980	44	27-12-1980	46.	प्रसाधन के लिए साबुन का निर्यात (क्वालिटी नियन्त्रण और निरीक्षण) संशोधन नियम, 1981	1937	18-7-1981
**36.	वैलडिंग इलेक्ट्रोडों का निर्यात (क्वालिटी- नियन्त्रण और निरीक्षण) संशोधन नियम, 1980	45	27-12-1980	47.	संश्लिष्ट अपमार्जक का निर्यात (क्वालिटी-निय- क्षण और निरीक्षण) संशोधन नियम, 1981	1999	25-7-1981
**37.	इस्पात के तार की लड़ों का निर्यात (क्वालिटी नियन्त्रण और निरीक्षण) संशोधन नियम, 1980	46	27-12-1980	48.	निर्यात (क्वालिटी निय- क्षण और निरीक्षण) संशोधन नियम, 1981	2496	26-9-1981

1	2	3	4	1	2	3	4
49. निर्यात निरीक्षण परिषद् पेंशन तथा भविष्य निधि नियम, 1981	2922	24-10-1981		**13. Export of Electric Fans (Quality Control and Inspection) Amendment Rules, 1980.		22	27-12-1980
**टिप्पणी: उपरोक्त क्रम संख्या 1 से 37 के सामने उल्लिखित नियम भारत के राजपत्र में 3-1-1981 को प्रकाशित किए गए थे।				**14. Export of Enamel Wares (Quality Control and Inspection) Amendment Rules, 1980.		23	27-12-1980
[सं० 6(3) 82-नि०नि० तथा नि० ड०] सी० बी० कुकरेती, संयुक्त निदेशक				**15. Export of Expanded Metal Steel Sheets (Quality Control and Inspection) Amendment Rules, 1980.		24	27-12-1980
MINISTRY OF COMMERCE				**16. Export of Fasteners (Quality Control and Inspection) Amendment Rules, 1980.		25	27-12-1980
New Delhi, the 27th February, 1982				**17. Export of Flash Lights (Quality Control and Inspection) Amendment Rules, 1980.		26	27-12-1980
S.O. 748—Index of rules (including amending rules) issued by the Central Government during the year 1981, under section 17 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963).				**18. Export of Industrial Chains (Quality Control and Inspection) Amendment Rules, 1980.		27	27-12-1980
		S.O. No.	Date	**19. Export of Light Engineering Products (Quality Control and Inspection) Amendment Rules, 1980.		28	27-12-1980
1	2	3	4	**20. Export of Pipe Fittings (Quality Control and Inspection) Amendment Rules, 1980.		29	27-12-1980
**1. Export of Air Compressors (Quality Control and Inspection) Amendment Rules, 1970.		10	27-12-1980	**21. Export of Power Driven Pumps (Quality Control and Inspection) Amendment Rules, 1980.		30	27-12-1980
**2. Export of Automobiles Spares, Components and Accessories (Quality Control and Inspection) Amendment Rules, 1980		11	27-12-1980	**22. Export of Power Transformer (Quality Control and Inspection) Amendment Rules, 1980.		31	27-12-1980
**3. Export of Bicycles (Quality Control and Inspection) Amendment Rules, 1980		12	27-12-1980	**23. Export of Room Air Conditioners (Quality Control and Inspection) Amendment Rules, 1980.		32	27-12-1980
**4. Export of Bright Steel Bars (Quality Control and Inspection) Amendment Rules, 1980.		13	27-12-1980	**24. Export of Sanitary Water Fittings (Quality Control and Inspection) Amendment Rules, 1980.		33	27-12-1980
**5. Export of Cast Iron Soil Pipes and Fittings (Quality Control and Inspection) Amendment Rules, 1980.		14	27-12-1980	**25. Exports of Sewing Machines (Quality Control and Inspection) Amendment Rules, 1980		34	27-12-1980
**6. Export of Cast Iron Manhole Covers and Frames (Quality Control and Inspection) Amendment Rules, 1980.		15	27-12-1980	**26. Export of Silver Plated Wares (Quality Control and Inspection) Amendment Rules, 1980		35	27-12-1980
**7. Export of Cast Iron Spun Pipes (Quality Control and Inspection) Amendment Rules, 1980.		16	27-12-1980	**27. Export of Small Tools and Hand Tools (Quality Control and Inspection) Amendment Rules, 1980		36	27-12-1980
**8. Export of Diesel Engines (Quality Control and Inspection) Amendment Rules, 1980		17	27-12-1980	**28. Export of Stainless Steel Utensils (Quality Control and Inspection) Amendment Rules, 1980.		37	27-12-1980
**9. Export of Domestic Refrigerators (Quality Control and Inspection) Amendment Rules, 1980.		18	27-12-1980	**29. Export of Steel Tubes (Quality Control and Inspection) Amendment Rules, 1980		38	27-12-1980
**10. Export of Dry Batteries (Quality Control and Inspection) Amendment Rules, 1980.		19	27-12-1980	**30. Export of Steel Trunks (Quality Control and Inspection) Amendment Rules, 1980.		39	27-12-1980
**11. Export of Electric Cables and Conductors (Quality Control and Inspection) Amendment Rules, 1980.		20	27-12-1980	**31. Export of Steel wires Ropes (Quality Control and Inspection) Amendment Rules, 1980.		40	27-12-1980
**12. Export of Electric Lamps and Tubes (Quality Control and Inspection) Amendment Rules, 1980.		21	27-12-1980	**32. Export of Storage Batteries (Quality Control and Inspection) Amendment Rules, 1980.		41	27-12-1980

1	2	3	4
**33.	Export of Transmission Line Towers (Quality Control and Inspection) Amendment Rules, 1980.	42	27-12-1980
**34.	Export of Valves (Quality Control And Inspection) Amendment Rules, 1980.	43	27-12-1980
**35.	Export of Water Coolers (Quality Control and Inspection) Amendment Rules, 1980.	44	27-12-1980
**36.	Export of Welding Electrodes (Quality Control and Inspection) Amendment Rules, 1980.	45	27-12-1980
**37.	Export of Steel Wires Standards (Quality Control and Inspection) Amendment Rules, 1980.	46	27-12-1980
38.	Export of P.V.C. Leather Cloth (Inspection) Rules, 1981	49	3-1-1981
39.	Export of Ultramarine Blue (Quality Control and Inspection) Rules, 1981	92	10-1-1981
40.	Export Inspection Council Contributory Provident Fund (Amendment) Rules, 1981.	688	28-2-1981
41.	Export Inspection Agency Contributory Provident Fund (Amendment) Rules, 1981.	689	28-2-1981
42.	Export Inspection Council Death-Cum-Retirement Gratuity Rules, 1981.	1607	30-5-1981
43.	Export Inspection Agency Death-Cum-Retirement Gratuity Rules, 1981.	1608	30-5-1981
44.	Export Inspection Council Contributory Provident Fund Second amendment Rules, 1981.	1609	30-5-1981
45.	Export Inspection Agency Contributory Provident Fund Second amendment Rules, 1981.	1610	30-5-1981
46.	Export of Toilet Soaps (Quality Control and Inspection) Amendment Rules 1981.	1937	18-7-1981
47.	Export of Synthetic Detergents (Quality Control and Inspection) Amendment Rule, 1981.	1999	25-7-1981
48.	Export (Quality Control and Inspection) Amendment Rules, 1981.	2496	26-9-1981
49.	Export Inspection Council Pension and Provident Fund Rules, 1981.	2922	24-10-1981

**NOTE : Rules mentioned against S. No. 1 to 37 above were published in the Gazette of India dated 3-1-1981.

[No. 6 (3)/82-EI & EP]
C. B. KUKRETI, Jr. Director

(वाणिज्य विभाग)

नई दिल्ली, 18 फरवरी, 1982

क्र० आ० 749.—केन्द्रीय सरकार, सामुद्रिक उत्पाद निर्यात विकास प्राधिकरण नियम, 1972 के नियम 3 और 4

के साथ पठित सामुद्रिक उत्पाद निर्यात विकास प्राधिकरण अधिकरण, 1972 (1972 का 13) की धारा 4 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निम्नलिखित व्यक्तियों/पदधारियों को सामुद्रिक उत्पाद निर्यात विकास प्राधिकरण के सदस्यों के रूप में पुनः नियुक्त करती है, अर्थात् :—

1. श्री आर०सी० चौधरी, सदस्य, पदेन अध्यक्ष, सामुद्रिक उत्पाद निर्यात विकास प्राधिकरण, कोचीन।
2. श्री एस०एन० राव, निदेशक, सामुद्रिक उत्पाद निर्यात विकास प्राधिकरण, कोचीन।
3. श्री पी०जे० कुरिया, सदस्य, लोकसभा।
4. श्री एम०एस० संजीवी राव, सदस्य, लोकसभा।
5. सदस्य, राज्य सभा
6. श्री एस०पी० जाखनवाल, संयुक्त सचिव, कृषि विभाग, नई दिल्ली।
7. श्री जी०बी० सुब्रह्मण्यन उप सचिव (वित्त) वाणिज्य मंत्रालय, नई दिल्ली।
8. श्री आई०ए० खान, निदेशक, वाणिज्य मंत्रालय नई दिल्ली।
9. श्री एस० रामास्वामी, सदस्य औद्योगिक सलाहकार (रसायन) डी जी टी डी, नई दिल्ली।
10. सहायक महानिदेशक (एफ बी आई) महानिदेशक, पोत परिवहन, मुम्बई।
11. मत्स्य निदेशक, तमिलनाडु सरकार, मद्रास।
12. सचिव, मत्स्य विभाग, पश्चिमी बंगाल सरकार, कलकत्ता।
13. सचिव, कृषि और सहकारिता विभाग, (पशु पालन, डेरी और मत्स्य खण्ड), महाराष्ट्र सरकार, मुम्बई।

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| 14. मत्स्य निदेशक,
ग्रान्ध प्रवेश सरकार,
हैदराबाद। | सदस्य |
| 15. मत्स्य आयुक्त,
गुजरात सरकार,
गांधी नगर, अहमदाबाद। | सदस्य |
| 16. मत्स्य सचिव,
केरल सरकार,
त्रिवेन्द्रम। | सदस्य |
| 17. मत्स्य निदेशक,
कर्नाटक सरकार,
बंगलूर। | सदस्य |
| 18. सचिव,
उड़ीसा सरकार, भुवनेश्वर। | सदस्य |
| 19. प्रशासक,
लक्ष्मीकादीव, मिनिक्कोय और
अमीनदीवी द्वीप, कविरती। | सदस्य |
| 20. श्री आर०डी० पुसलकर,
अध्यक्ष और प्रबंध निदेशक,
न्यू इण्डिया फिशरीज लिमिटेड,
मुम्बई। | सदस्य |
| 21. श्री पी० गंगाधरन पिल्ले,
पोईलकड़ा फिशरीज लिमिटेड,
क्वीलोन। | सदस्य |
| 22. श्री एम० भाधव राज.
प्रबंध भागीदार,
कोरोमेट केमिंग कम्पनी,
माल्पे, कर्नाटक। | सदस्य |
| 23. डा० एफ०बी० एल्लिन,
प्रबंध भागीदार,
इण्डस्ट्रियल एण्ड कर्मागियल
एण्टरप्राइजेज, क्वीलोन। | सदस्य |
| 24. श्री सी० चेरियन,
प्रबंध निदेशक,
चेम्मिन्स (रजि०)
कोचीन। | सदस्य |
| 25. श्री टी०एम० जोसफ,
जार्ज मैजो कम्पनी,
मद्रास। | सदस्य |
| 26. श्री वायालर रवि,
एम०आर०एम० रोड,
मस्जिद के पास
कोचीन-18। | सदस्य |

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| 27. डा० ई०जी० साइलस,
निदेशक, केन्द्रीय सामुद्रिक
मत्स्य अनुसंधान संस्थान,
कोचीन। | सदस्य |
| 28. श्री सुबल मलिक,
प्रबंध निदेशक,
मी आई फूड्स मी फूड्स लिमिटेड,
कटक। | सदस्य |
| 29. श्री के०जे० हर्षल,
सदस्य, केरल विधान सभा,
कोचीन। | सदस्य |
| 30. श्री एस०आर० बनर्जी,
एसोसिएटेड इण्टरनेशनल कारपोरेशन,
कलकत्ता। | सदस्य |

(अध्यक्ष, निदेशक, लोक सभा के दो सदस्यों और राज्य सभा के एक सदस्य से भिन्न सामुद्रिक उत्पाद निर्यात विकास अधिकरण के उपरिनामित सदस्य, 3 फरवरी, 1982 से तीन मास की अवधि तक पद धारण करेंगे। तथापि लोक सभा के दो सदस्य 20 मार्च, 1983 तक पद धारण करते रहेंगे। राज्य सभा का एक सदस्य, राज्य सभा द्वारा निर्वाचित किए जाने की तारीख से तीन वर्ष की अवधि तक पद धारण करेगा।)

[सं० आई एम/18/81-ई पी (एम पी)]

एम० गोपालन, संयुक्त सचिव

(Department of Commerce)

New Delhi, the 18th February 1982

S.O. 749.—In exercise of the powers conferred by sub-section (3) of section 4 of the Marine Products Export Development Authority Act 1972 (13 of 1972) read with Rules 3 and 4 of the Marine Products Export Development Authority Rules, 1972, the Central Government hereby reappoints the following persons/officials to be members of the Marine Products Export Development Authority—

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| 1. Shri R.C. Choudhury,
Chairman, MPEDA, Cochin. | Member, Ex-officio |
| 2. Shri S.D. Rao,
Director, MPEDA, Cochin. | Member, Ex-officio |
| 3. Shri P.J. Qurian,
Member of Lok Sabha. | Member |
| 4. Shri M.S. Sanjeevi Rao,
Member of Lok Sabha | " |
| 5. Member of Rajya Sabha | " |
| 6. Shri S.P. Jakhanwal,
Jl. Secretary,
Deptt. of Agriculture,
New Delhi. | " |

7. Shri G.V. Subramanian, Dy Secretary (Finance), Ministry of Commerce, New Delhi.	Member	24. Shri C. Cherian, Managing Director, Chemmeens (Regd.), Cochin.	Member
8. Shri I.A. Khan, Director, Ministry of Commerce, New Delhi.	"	25. Shri T.M. Joseph, George Maijo Company, Madras.	"
9. Shri G. Ramaswamy, Industrial Advlser (Chem.) D.G.T.D., New Delhi.	"	26. Shri Vayalar Ravi, S.R.M. Road, Near Mosque, Cochin.	"
10. Asstt. Director General (FIB), Director General of Shipping, Bombay.	"	27. Dr. E.G. Silas, Director, Central Marine Fisheries Research Instt., Cochin.	"
11. Director of Fisheries, Govt. of Tamil Nadu, Madras.	"	28. Shri Subal Malik, Managing Director, CI Foods Seafoods Ltd., Cuttack.	"
12. Secretary, Deptt. of Fisheries, Govt. of West Bengal, Calcutta.	"	29. Shri K.J. Herschel, Member, MLA, Kerala, Cochin.	"
13. Secretary, Deptt. of Agriculture & Cooperation, (Animal Husbandary, Dairy and Fisheries Wing), Govt. of Maharashtra, Bombay.	"	30. Shri S.R. Banerjee, Associated International Corpn., Calcutta.	"
14. Director of Fisheries, Govt. of Andhra Pradesh, Hyderabad.	"	<p>(All members of the Marine Products Export Development Authority named above other than Chairman, Director, two members of the Lok Sabha and one member of the Rajya Sabha shall hold office for a period of three months with effect from 3rd February, 1982. The two members of the Lok Sabha shall, however, continue to hold office upto 20th March, 1983. The one member of the Rajya Sabha, shall start to hold office from the date, he is elected by the Rajya Sabha, for a period of three years).</p> <p>[No. IM/18/81-EP (MP)] S. GOPALAN, Joint Secy.</p> <p>(मुख्य-नियंत्रक, आयात-निर्यात का कार्यालय) आदेश नई दिल्ली, 12 फरवरी, 1982</p> <p>का० प्रा० 750.—मर्यादी एटलस वायस प्रा० लि०, नई दिल्ली को बैस्ट जर्मनी और आस्ट्रिया से पूजोगत माल के आयात के लिए 5,85,662 रुपये मूल्य का एक आयात लाइसेंस संख्या पी/सीजी/2031144, दिनांक 19-6-1980 प्रदान किया गया था।</p> <p>अब पार्टी ने उक्त आयात लाइसेंस की विनियम नियंत्रण प्रति की अनुलिपि जारी करने के लिए इस आधार पर निवेदन किया है कि उनसे यह प्रति बम्बई सीमाशुल्क कार्यालय में पंजीकृत कराने के बाव और आंशिक रूप से उपयोग में लाने के बाद खो गई है/अस्थानस्थ हो गई है।</p> <p>अपने तर्कों के समर्थन में आवेदक ने आयात-निर्यात क्रियाविधि पुस्तिका, 1981-82 के परिशिष्ट 15 की कड़िका 352 के अनुसार एक शपथ पत्र भी दाखिल किया है। अधोहस्ताक्षरी इस बात से संतुष्ट है कि आयात लाइसेंस संख्या पी/सीजी/2031144 दिनांक 19-6-1980 की मूल</p>	
15. Commissioner of Fisheries, Govt. of Gujarat, Gandhinagar, Ahmedabad.	"		
16. Secretary Fisheries, Govt. of Kerala, Trivendrum.	"		
17. Director of Fisheries, Govt. of Karnataka, Bangalore.	"		
18. Secretary to the Govt. of Orissa, Bhubaneswar.	"		
19. Administrator, Laccadive, Minicoy and Amindive Islands, Kavaratti.	"		
20. Shri R.D. Pusalkar, Chairman and Managing Director, New Delhi Fisheries Ltd., Bombay.	"		
21. Shri P. Gangadharan Pillai, Poyilakada Fisheries Ltd., Quilon.	"		
22. Shri M. Madhav Raj, Managing Partner, Coronet Canning Company, Malpe, Karnataka.	"		
23. Dr. F.V. Albin, Managing Partner, Industrial and Commercial Enterprises, Qui lon	Member		

मुद्रा विनिमय नियंत्रण प्रति खो गई है/अस्थानस्थ हो गई है और निदेश देता है कि आवेदक को लाइसेंस की मुद्रा विनिमय नियंत्रण प्रति की अनुलिपि जारी की जाए आयात लाइसेंस की मूल मुद्रा विनिमय नियंत्रण प्रति एतद् द्वारा रद्द की जाती है।

लाइसेंस की मुद्रा विनिमय नियंत्रण प्रति की अनुलिपि अलग से जारी की जा रही है।

[सं० 437/80/4/सी जी आई]

वी० के० मेहता, संयुक्त मुख्य नियंत्रक
आयात निर्यात

(Office of the Chief Controller of Imports and Exports)

ORDER

New Delhi, the 12th February, 1982

S.O. 750.—M/s. Atlas Wires Private Limited, New Delhi was granted import licence No. P/CC/2031144, dated 19-6-1980 for Rs. 5,85,662 only for the import of capital goods for import from West Germany and Austria.

The party has requested this office for issue of duplicate exchange control copy of the above mentioned import licence on the ground that the same has been misplaced/lost after having been registered with the Bombay Customs and utilised partly.

In support of their contention the licensee has filed an affidavit as required in para 352 of Chapter XV of Hand-book of Import-Export Procedures 1981-82. The undersigned is satisfied that the original exchange control copy of import licence No. P/CC/2031144, dated 19-6-1980 has been lost/misplaced and directs that duplicate exchange control copy of the licence may be issued to the applicant. The original exchange control copy of the licence has been cancelled.

The duplicate exchange control copy of the licence is being issued separately.

[No. 437/80/4/CG. I]

V. K. MEHTA, Dy. Chief Controller of Imports & Exports

(संयुक्त मुख्य नियंत्रक आयात-निर्यात का कार्यालय)

(केन्द्रीय लाइसेंस क्षेत्र)

नई दिल्ली, 28 दिसम्बर, 1981

निरस्त-आदेश

का० आ० 751.—मार्स लिबर्टी फुटवियर कं०, लिबर्टी हाउस, गेले रोड, करनाल को एक आयात लाइसेंस सं० पी० डब्ल्यू 2858953 दि० 16-8-78 को अपैन्डिक्स 5 तथा 7 में लिखित मदों के लिए (अपैन्डिक्स 26 में लिखित मदों को छोड़कर) हम शर्त पर दिया गया था कि आयात-नीति-79 के पैरा 176 के अन्तर्गत कोई भी एक मद का आयात दो लाख की कीमत से अधिक नहीं होना चाहिए। इस फर्म ने अब यह सूचित किया है कि उक्त आयात लाइसेंस की कस्टम हेतु कापी आंशिक रूप से इस्तेमाल करने के पश्चात् खो गई है।

आवेदक फर्म ने अब आयात-निर्यात की कार्य-विधि पुस्तिका 1981-82 के पैरा 352-354 के अन्तर्गत एक शपथ-पत्र उपरोक्त कथम के समर्थन में प्रस्तुत किया है। मैं मन्तुष्ट हूँ कि उक्त लाइसेंस की मूल कस्टम-हेतु कापी खो गई है।

2. अतः आयात-निर्यात-व्यापार नियंत्रण आदेश, 1955 दि० 7-12-55 (यथा संशोधित) की धारा (9) में प्रदत्त अधिकारों का प्रयोग करते हुए मैं उपरोक्त लाइसेंस की मूल कस्टम कापी को निरस्त करने का आदेश देता हूँ।

3. आवेदक की प्रार्थना पर अब आयात-निर्यात की कार्य-विधि पुस्तिका 1981-82 के पैरा 352-354 के अनुसार उपरोक्त लाइसेंस की कस्टम कापी की अनुलिपि डूप्लीकेट कापी जारी करने पर विचार किया जायेगा।

[सं० एडोडी एल/एल आई सी/46/ए एम-79/ई० पी-VI/
सीएलए/3085]

एस० बाला कृष्णा पिल्लई,

उपमुख्य नियंत्रक आयात-निर्यात

कृते संयुक्त मुख्य नियंत्रक, आयात-निर्यात

(Office of the Jt. Chief Controller of Imports and Exports)

(Central Licensing Area)

New Delhi, the 28th December, 1981

CANCELLATION ORDER

S.O. 751.—M/s. Liberty Footwear Co. Liberty House, Railway Road, Karnal was granted Import Licence No. P/W/2858953 dated 16-8-78 for import of items appearing in appendices 5 and 7 excluding items appearing in appendix 26 and subject to the condition that the import of a single item should not exceed rupees two lakhs each in value as per paras 176 of AM, 79 Import Policy. The firm have reported that Custom purpose copy of the same has been lost/misplaced after having been utilised partly.

2. The applicant firm have filed an affidavit in support of the above statement as required under paras 352-354 Hand Book of Import Export procedure 1981.82. I am satisfied that the original Custom purpose copy of the said licence has been lost/misplaced.

3. In exercise of the powers conferred on me under Section 9(cc) of Import Trade Control Order 1955 dated 7-12-1955 as amended, I order the cancellation of the said original Custom Copy of the said licence.

4. The applicant's case will now be considered for the issue of Duplicate Licence Custom Copy in accordance with para 352-354 of Hand Book of Rules and Procedure 1981-82.

[F. No. ADDL/LIC/46/AM. 79/EP. VI/CLA/3085]

S. BALAKRISHNA PILLAI, Dy. Chief Controller of
Imports and Exports

For Jt. Chief Controller of Imports and Exports

संयुक्त मुख्य नियंत्रक आयात तथा निर्यात का कार्यालय

आदेश

मद्रास, 11 जनवरी, 1982

का०आ० 752.—सर्वश्री वेल्लूर रोलर फ्लावर मिल्स प्राइवेट लिमिटेड, 29, काटवाडी रोड, विरुडमपेट, वेल्लूर-632006 को 1980-81 की अवधि के लिए रुपए 68,816 तक डबल रोलर, मिल्स, टाइप 420.1303 साइज 1000×250 एम एम के एक संख्या के आयात करने के लिए आयात लाइसेंस संख्या पी सी जी 2078751-सी-एक्स एकम 81-एम-81 दिनांक 30-10-1981 जारी किया गया था। उपर्युक्त लाइसेंस असावधानी से जारी किया गया था।

केन्द्रीय सरकार को यह बात स्पष्ट हो गयी थी कि उपर्युक्त लाइसेंस असावधानी से जारी किया गया है।

अतः आयात (नियंत्रण) आदेश, 1955 के यथा संशोधित धारा 9 (1) (ए) के अंतर्गत उस लाइसेंस को रद्द करने के लिए प्रस्ताव किया गया था।

इस कार्यालय के पावती पंजीकृत द्वारा भेजे गए पत्र संख्या ऐ टी सी-सी जी-एम एम ऐ-70-ए एम 81-ए यू-2, दिनांक 30-11-81 के द्वारा फर्म को यह बताया गया कि वे उपर्युक्त लाइसेंस के मद्दे किसी भी प्रकार के वचन बदला में बंधे बिना उसे 30-11-81 की तिथि में सात दिनों के भीतर वापस भेजें।

अधोहस्ताक्षरी को यह भी ध्यान दिलाया गया कि इस फर्म ने लघु पैमाने एककों के संयंत्र और मशीनरी में लगाई जाने वाली निर्धारित पूंजी निवेश सीमा को पार कर चुका है।

इस कार्यालय के पत्र दिनांक 30-11-81 के प्रत्युत्तर में फर्म ने अपने पत्र दिनांक 7-12-81 में यह लिखा था कि उन्होंने पहले ही अपने जर्मन संभरक के साथ उनके मशीनरी एजेंट्स द्वारा आदेश को पक्का कर लिया है (करार संख्या 19630, दिनांक 12-11-81)। अतः यदि आदेश को रद्द करना है तो उनको बहुत आर्थिक नुकसान होगा और अपनी प्रतिष्ठा को खो जाना पड़ेगा।

फर्म ने लाइसेंस को वापस न भेजा। अतः आयात (नियंत्रण) आदेश, 1955 के यथा संशोधित धारा 9(1)(ए) के अनुसार धारा 10 के अंतर्गत इस कार्यालय के पत्र संख्या ऐ टी सी-सी जी-एस एस ऐ-70-ए एम 81-ए यू-2 दिनांक 17-12-81 के द्वारा उपर्युक्त लाइसेंस को रद्द करने के लिए फर्म को कारण बताओ नोटिस जारी किया गया था। फर्म को कारण बताओ नोटिस की अपना उत्तर भेजने के लिए सात दिनों का अवकाश भी दिया गया था। 2-1-1982 को उनको व्यक्तिगत सुनवाई के लिए भी अवसर दिया गया था।

फर्म ने, कारण बताओ नोटिस का उत्तर अपने पत्र दिनांक 18-12-81 में दिया। उनका तर्क था कि यह सूचना जो कि वे लघु पैमाने एककों के संयंत्र और मशीनरी में लगाई जाने वाली निर्धारित पूंजी निवेश सीमा को पार कर चुके हैं, ठीक नहीं है, और उन्होंने अपने पत्र दिनांक 7-12-81, जो ऊपर पैरा 5 में उल्लिखित है की और अधोहस्ताक्षरी के ध्यान को आकर्षित किया। फर्म के प्रतिनिधि व्यक्तिगत सुनवाई के लिए 2-1-82 को उपस्थित न हुआ।

अधोहस्ताक्षरी फर्म के तर्कों को बहुत सावधानी से जांच करने के बाद इस निर्णय पर पहुंचा है कि उनके तर्क जो कि वे बीस लाख की सीमा को पार न कर चुके हैं जो उनको संबंधित प्राधिकारियों से पंजीकृत कर लेने की बाध्यता पर सकता, तथ्यों के आधार पर स्पष्ट न किया गया था। अधोहस्ताक्षरी को यह भी स्पष्ट हुआ कि विषयाधीन लाइसेंस, लाइसेंस प्राधिकारी से असावधानी से जारी किया गया है।

अतः आयात (नियंत्रण) आदेश, 1955, दिनांक 7-12-55 के अन्धी तक यथा संशोधित धारा 9 (1) (ए) में प्रवृत्त अधिकारों का प्रयोग करते हुए, मैं रुपए 68,816 का लाइसेंस संख्या बी-सी जी-20788 751-सी एक्स-एक्स-81-एम-81 दिनांक 30-10-81 की सीमा शुल्क प्रयोजनार्थ प्रति और मुद्रा विनमय प्रति दोनों को एतद द्वारा रद्द करता हूँ।

[सं० ऐ टी सी/सी जी/एस एस आई/70/एम-81/ए यू-II]

एम० नरसिंहन, उप मुख्य नियंत्रक

(Office of the Jt. Chief Controller of Imports and Exports)

ORDER

Madras, the 11th January, 1982

S.O. 752.—M/s. Vellore Roller Flour Mills Private Limited, 29, Katpadi Road, Virudampet, Vellore-632006 were issued an import licence No. P/CG/2078751/C/XX/81/M/81 dated 30-10-1981 for Rs. 68,816 for the import of One No. Double roller Mills Type 420.1303 size 1000x250mm for the year 1980-81. The said licence was issued through inadvertence.

2. It was, therefore, proposed to cancel it under Clause 9(i)(a) of the Imports (Control) Order, 1955, as amended from time to time as the Central Govt. was satisfied that the said licence was issued through inadvertence.

3. The firm was, therefore, asked to return the said licence within seven days from 30-11-81 without entering into any commitment vide this office letter No. ITC/CG/SSI/70/AM 81/AU-II dated 30-11-81 sent by Registered Post Ack. Due.

4. It was also brought to the notice of the undersigned that the firm had crossed the limit prescribed for SSI Units for investment in plant and machinery.

5. In reply to this office letter dated 30-11-81, the firm, in their letter dated 7-12-81, have stated that they had already finalised the order with their German suppliers through their Machinery Agents vide their contract No. 19630 dated 12-11-81 and that they would be put to heavy loss financially and lose their reputation, if they were to cancel the order.

6. As the firm have not returned the licence, a show cause notice was issued to the firm under Clause 10 for action under Clause 9(i)(a) of Import (Control) Order, 1955 as amended vide No. ITC/CG/SSI/70/AM-81/AU/II dated 17-12-81, for cancellation of the said licence. The firm was given ten days time for filing their reply to the Notice. They were also given a date for personal hearing viz. 2-1-1982.

7. The firm have furnished their reply to the Show Cause Notice vide their letter dated 18-12-81. They have contended that the information that they had crossed the limit of Rs. 20 lakhs investment prescribed for SSI Unit, was not correct. They have also drawn their attention of the undersigned to their letter dated 7-12-81 referred to at paragraph 5 above. The representative of the firm did not appear for the personal hearing on 2-1-1982.

8. The undersigned has carefully examined the contention of the firm and has come to the conclusion that their contention that they have not crossed the limit of Rs. 20 lakhs necessitating them to get themselves registered with the appropriate authorities is not borne out by facts. The undersigned has also come to the conclusion that the licence had been issued by the licensing authority inadvertently.

9. Therefore, in exercise of the powers conferred on me under Clause 9(i)(a) of the Imports (Control) Order, 1955 dated 7-12-55 as amended upto the date, the licence No. P/CG/2078751/C/XX/81/M/81 dated 30-10-1981 (both Exchange control and Customs purposes copies) for Rs. 68,816 is hereby cancelled.

[No. ITC/CG/SSI/70/AM-81/AU-II]
S. NARASIMHAN, Dy Chief Controller

संयुक्त मुख्य नियंत्रक आयात-निर्यात का कार्यालय

(केन्द्रीय लाइसेंस क्षेत्र)

निरस्त-आदेश

नई दिल्ली, 19 मार्च, 1981

का०आ० 753—मैसर्स की रिंग फैक्टरी ए०बी० 440 अमरपुरी रामनगर, पहाड़गंज, नई दिल्ली को एक आयात लाइसेंस संख्या पी/एम/1932489/डी/XX/76/डी 80 दिनांक 9-1-81 वास्ते 18,000—रुपये, एक्रेलिक प्लास्टिक स्कैप के आयात के लिए अप्रैल मार्च, 1981 की आयात-नीति के अप्रैन्डिक्स-5 (भद सं० 9) के अंतर्गत दिया गया था।

आवेदक ने एक शपथपत्र के अंतर्गत यह सूचित किया है कि उनके लाइसेंस सं० पी/एम/1932489/सी/दि० 9-1-81 वास्ते 18,000—रुपये जो अप्रैल-मार्च, 1981 अवधि के लिए था, की 'कस्टम कापी' बिना किसी कस्टम-हाउस पर पंजीकृत किए ही खो गई है।

उपरोक्त फर्म ने इस कथन के समर्थन में अब एक शपथपत्र आयात-निर्यात सम्बन्धी कार्य-विधि पुस्तिका, 1980-81 के पैरा 352 के अनुसार प्रस्तुत किया है। अतः मैं सन्तुष्ट हूँ कि उपरोक्त आयाता व लाइसेंस सं० पीएस/1932489 दिनांक 9-1-81 को मूल कस्टम कापी खो गई है।

अतः आयात-व्यापार नियंत्रण आदेश, 1955 पी० 7-12-55 (यथा संशोधित) की धारा 9 (सीसी) में प्रदत्त अधिकारों का प्रयोग करते हुए मैं उपरोक्त लाइसेंस को मूल कस्टम कापी को निरस्त करने का आदेश देता हूँ।

आवेदक को प्रार्थना पर अब आयात-निर्यात की कार्य विधि पुस्तिका 1980-81 के पैरा 351-354 के अनुसार उपरोक्त लाइसेंस सं० पी/एस/1932489 कस्टम कापी की अनुलिपि (डुप्लीकेट कापी) जारी करने पर विचार किया जायेगा।

[सं० दिल्ली/के-20/ए० एम०-81/ए० यू०-1/सी एलए/II/4965]

(कु०) माया दास गुप्ता, उप मुख्य नियंत्रक, आयात-निर्यात

कृते संयुक्त मुख्य नियंत्रक, आयात-निर्यात

Office of the Joint Chief Controller of Imports & Exports
(Central Licensing Area)

New Delhi, the 19th March, 1981

CANCELLATION ORDER

S.O. 753.—M/s. Key Ring Factory, AB-440 Amarpuri Ram Nagar Paharganj, New Delhi was Granted Import Licence No. P/S/1932489/C/XX/76/D/80 dated 9-1-81 for Rs. 18,000 for Import of Acrylic Plastic scrap item No. 9 of Appx. 5 of AM-81 Policy Book.

The Applicant has filed an affidavit as required under para 352 of Hand Book of Import Export Procedures 1980-81 wherein they have stated that Custom purpose copy of Licence No. P/S/1932489/C dated 9-1-81 for Rs. 18,000 for AM-81 period has been lost/misplaced without having been registered with any Customs and utilised at all.

1312 GI/81—3

I am satisfied that the original Customs purpose copy of the said licence has been lost/misplaced.

In exercise of the powers conferred on me under subject clause 9(cc) in the Import Trade Control Order 1955 dated 7-12-55 as amended upto date the said Custom copy of Licence No. P/S/1932489 dated 9-1-81 for Rs. 18,000 is hereby cancelled.

The applicant is now being issued duplicate Custom Copy of Import Licence No. P/S/1932489 dated 9-1-81 for Rs. 18,000 in accordance with the provision of Paras 351 to 354 of Hand Book of Import-Export Procedures 1980-81.

(Miss) MAYA DASS GUPTA, Dy. Chief Controller
Imports & Export
for Jt. Chief Controller of Imports & Exports

[File No. Delhi/K-20/AH-81/AUI/CLA/4965]

पेट्रोलियम, रसायन और उर्वरक मंत्रालय

(पेट्रोलियम विभाग)

नई दिल्ली, 12 फरवरी, 1982

का०आ० 754—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि महाराष्ट्र राज्य में उराण टर्मिनल से दीपक फर्टिलाइजर्स और पेट्रो कैमिकल्स कार्पोरेशन लि० तलोजा तक पेट्रोलियम के परिवहन के लिये पाइप लाइन दीपक फर्टिलाइजर्स और पेट्रो कैमिकल्स कार्पोरेशन लिमिटेड द्वारा बिछाई जानी चाहिये।

और यतः यह प्रतीत होता है कि ऐसी लाइनों के बिछाने के प्रयोजन के लिये एतद्प्राबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइपलाइन बिछाने के लिये आक्षेप सक्षम प्राधिकारी, नेच तथा प्राकृतिक गैस आयोग, प्लॉट नं० 9 मि० क्लास हौसिंग सोसाइटी पनवेल, जिला रायगढ़, महाराष्ट्र को इस अधिमूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी मुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की माफ़त।

अनुसूची

उराण टर्मिनल से दीपक फर्टिलाइजर्स और पेट्रो-कैमिकल्स कॉर्पोरेशन लि० तलोजा तक पाईपलाइन बिछाने के लिये

महाराष्ट्र—राज्य जिला—रायगढ़ तालुका—पनवेल

गांव	सर्वेक्षण नंबर	क्षेत्र	
		स्केर मीटर्स	
आसूडगांव	53 पी०टी०	102	00
	52 पी०टी०	26	00
	54 पी०टी०	38	00
	59 पी०टी०	28	00

[सं० 12016/5/82-प्रो०]

MINISTRY OF PETROLEUM, CHEMICALS & FERTILIZERS

(Department of Petroleum)

New Delhi, the 12th February, 1982

S.O. 754.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Uran Terminal to Deepak Fertilizers and Petrochemicals Corporation Limited, Talaja in Maharashtra State Pipeline should be laid by Deepak Fertilizers and Petrochemicals Corporation Ltd.,

And whereas, it appears that for the purpose of laying such pipelines, it is necessary to acquire the right of user in the land described in the schedule annexed hereto,

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum and Mineral Pipelines (Acquisition of right of user in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that, any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipeline under the land to the Competent Authority Oil and Natural Gas Commission, Plot No. 9, Middle Class Housing Society, Panvel, Dist. Raigad, Maharashtra.

And every person making such an objection shall state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Pipeline from Uran Terminal to Deepak Fertilizers and Petrochemicals Corporation Limited, Talaja.

Village	G. No.	H. No.	Area Sq. Meters
Asudgaon	53 pt.	—	102-00
	52 Pt.	—	26-00
	54 pt.	—	38-00
	59 pt.	—	28-00

[No. 12016/5/82-Prod.]

का० प्र० 755—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि उत्तर प्रदेश में मथुरा में जलन्धर (पंजाब) तक पेट्रोलियम पदार्थों के परिवहन के लिए पाईपलाइन इंडियन आयल कॉर्पोरेशन द्वारा बिछाई जानी चाहिये।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाईपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है।

वर्तते कि उक्त भूमि में हितवद्ध कोई व्यक्ति, उस भूमि के नीचे पाईपलाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, इंडियन आयल कॉर्पोरेशन लिमिटेड, मथुरा जलन्धर पाईप लाइन प्रोजेक्ट 705 मोता सिंह नगर जलन्धर (पंजाब) को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति निर्निर्दिष्टतः यह भी कथन करेगा कि क्या वह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की माफत।

तहसील : फिल्लौर जिला : जलन्धर राज्य : पंजाब

ग्राम	खसरा नं०	क्षेत्रफल		
		है०	ए०	वर्ग मी०
1	2	3	4	5
मोरोहं नं० 179	11/10 मिन	00	03	29
	11/12 मिन	00	14	93
	11/13/1 मिन	00	03	54
	11/17 मिन	00	03	04
	11/18/1 मिन	00	07	59
	11/18/2 मिन	00	04	05
	11/24/2 मिन	00	07	34
मसानी	4301 मिन	00	02	11
हं नं० 190	4303 मिन	00	03	07
	4304 मिन	00	05	38
	4305 मिन	00	06	91
	4306 मिन	00	01	15
	4307 मिन	00	09	22
	4310 मिन	00	00	99

1	2	3	4	5	1	2	3	4	5
मसानी	4313 मिन	00	00	38	मसानी	4518 मिन	00	06	72
ह० न० 190	4318 मिन	00	01	34	ह० न० 190	4524 मिन	00	00	19
	1319 मिन	00	11	14		4596 मिन	00	01	34
	4322 मिन	00	11	52		4599 मिन	00	00	00
	4323 मिन	00	07	68		4613 मिन	00	01	54
	4324 मिन	00	00	96		4618 मिन	00	01	15
	4325 मिन	00	04	80		4619 मिन	00	07	30
	4395 मिन	00	00	38		4735 मिन	00	09	79
	4401 मिन	00	01	54		4736 मिन	00	06	14
	4402 मिन	00	04	80		4737 मिन	00	04	80
	4404 मिन	00	08	26		4738 मिन	00	06	72
	4405 मिन	00	05	95		4739 मिन	00	00	96
	4406 मिन	00	02	30		4740 मिन	00	02	69
	4407 मिन	00	03	84		4742 मिन	00	12	10
	4410 मिन	00	00	38		4743 मिन	00	10	94
	4411 मिन	00	07	30		4744 मिन	00	00	58
	4412 मिन	00	04	42		4745/1 मिन	00	16	32
	4413 मिन	00	00	19		4804 मिन	00	01	34
	4414 मिन	00	03	07		4805 मिन	00	04	22
	4415 मिन	00	02	50		4806 मिन	00	13	82
	4416 मिन	00	03	46		4809 मिन	00	01	73
	4417 मिन	00	02	11		4810 मिन	00	00	77
	4418 मिन	00	01	73		4811 मिन	00	09	79
	4419 मिन	00	01	15		4812 मिन	00	05	38
	4420 मिन	00	00	96		4812/1 मिन	00	00	58
	4421 मिन	00	00	96		4813 मिन	00	13	63
	4423 मिन	00	00	58		4821 मिन	00	00	58
	4424 मिन	00	00	19		4893 मिन	00	05	38
	4425 मिन	00	17	28		4918 मिन	00	39	36
	4426 मिन	00	02	69		4948 मिन	00	24	00
	4427 मिन	00	02	88		4949 मिन	00	15	94
	4428 मिन	00	01	15		4960 मिन	00	00	77
	4443 मिन	00	13	82		4997 मिन	00	31	34
	4444 मिन	00	06	34		5040 मिन	00	14	40
	4445 मिन	00	00	38		5041 मिन	00	05	18
	4446 मिन	00	00	00		5052 मिन	00	07	87
	4447 मिन	00	03	26		5055 मिन	00	07	10
	4448 मिन	00	02	38		5068 मिन	00	09	22
	4449 मिन	00	02	69		5069 मिन	00	19	78
	4492 मिन	00	01	54		5105 मिन	00	00	58
	4499 मिन	00	00	19		5114 मिन	00	03	07
	4500 मिन	00	00	77		5115 मिन	00	13	06
	4501 मिन	00	04	22		5116 मिन	00	00	77
	4502 मिन	00	07	49		5117 मिन	00	03	65
	4505 मिन	00	09	41		5127 मिन	00	02	69
	4506 मिन	00	09	22		5127/1 मिन	00	01	15
	4516 मिन	00	02	69		5129/1 मिन	00	13	44
	4517 मिन	00	12	67					

1	2	3	4	5	1	2	3	4	5
मसानी	5130 मिन	00	01	34	164 मिन	00	04	61	
ह० नं० 190	5137 मिन	00	11	52	165 मिन	00	04	42	
	5138 मिन	00	01	34	191 मिन	00	00	00	
	5154 मिन	00	00	19	192 मिन	00	00	00	
	5155 मिन	00	04	22	193 मिन	00	04	42	
	5157 मिन	00	04	03	403 मिन	00	00	96	
	5164 मिन	00	02	11	447 मिन	00	03	26	
	5165 मिन	00	01	54	448 मिन	00	06	14	
	5166 मिन	00	04	03	452 मिन	00	00	19	
	5170 मिन	00	00	19	454 मिन	00	01	73	
	5171 मिन	00	09	02	455 मिन	00	07	49	
	5172 मिन	00	05	18	456 मिन	00	00	38	
	5173 मिन	00	01	73	458 मिन	00	02	11	
	5175 मिन	00	46	66	483 मिन	00	00	38	
	5188 मिन	00	04	42	485 मिन	00	07	10	
	5189 मिन	00	07	68	489 मिन	00	00	00	
	5190 मिन	00	05	57	490 मिन	00	00	38	
	5193 मिन	00	14	59	492 मिन	00	05	38	
	5194 मिन	00	01	34	493 मिन	00	07	49	
	5195 मिन	00	12	67	494 मिन	00	00	38	
	5199 मिन	00	07	68	495 मिन	00	00	19	
	5201 मिन	00	08	45	496 मिन	00	00	58	
	5205 मिन	00	16	90	1596/498 मिन	00	01	73	
डढवाड़	70 मिन	00	04	99	1600/500/1 मिन	00	05	18	
-----	71 मिन	00	05	95	1602/500/3मिन	00	00	00	
ह० नं० 194	86 मिन	00	00	77	1607/503/2 मिन	00	01	73	
	87 मिन	00	00	00	615 मिन	00	04	80	
	89 मिन	00	00	77	616 मिन	00	05	95	
	90 मिन	00	06	14	642 मिन	00	08	26	
	91 मिन	00	00	38	646 मिन	00	03	26	
	92 मिन	00	05	38	648 मिन	00	01	73	
	103 मिन	00	01	15	649 मिन	00	08	45	
	104 मिन	00	00	38	650 मिन	00	00	58	
	105 मिन	00	08	26	651 मिन	00	00	38	
	109 मिन	00	02	50	654 मिन	00	00	77	
	110 मिन	00	00	00	674 मिन	00	03	84	
	112 मिन	00	11	90	675 मिन	00	06	91	
	114 मिन	00	04	80	676 मिन	00	04	99	
	129 मिन	00	01	34	680 मिन	00	00	58	
	142 मिन	00	00	00	719 मिन	00	09	79	
	143 मिन	00	00	58	720 मिन	00	00	00	
	144 मिन	00	01	15	721 मिन	00	06	53	
	145 मिन	00	09	79	722 मिन	00	02	50	
	146 मिन	00	04	42	724 मिन	00	03	65	
	162 मिन	00	00	19	725 मिन	00	03	26	
	163 मिन	00	03	26	728 मिन	00	01	73	

[भाग II—खण्ड 3(ii)]

1	2	3	4	5	1	2	3	4	5
डढ़वाड़	729 मिन	00	00	77		60 मिन	00	01	01
—	795 मिन	00	01	54		304 मिन	00	04	30
ह०नं० 194	815 मिन	00	06	14		305 मिन	00	11	89
	816 मिन	00	00	58		306 मिन	00	00	51
	817 मिन	00	03	65		319 मिन	00	03	79
	819 मिन	00	02	50		320 मिन	00	01	77
	820 मिन	00	01	34		321 मिन	00	04	05
	821 मिन	00	04	80		323/1 मिन	00	04	81
	825 मिन	00	01	73		323/2 मिन	00	07	84
	826 मिन	00	08	45		324 मिन	00	00	51
	827 मिन	00	00	00		345 मिन	00	03	54
	829 मिन	00	00	38		357 मिन	00	07	34
	830 मिन	00	05	18		358 मिन	00	06	07
	831 मिन	00	08	45		359 मिन	00	10	88
	833 मिन	00	01	34		361 मिन	00	04	05
	843 मिन	00	00	19		361/1 मिन	00	06	58
	844 मिन	00	01	34		362 मिन	00	00	25
	845 मिन	00	02	11		364 मिन	00	04	81
	846 मिन	00	00	58		410 मिन	00	09	11
	847 मिन	00	00	00		412 मिन	00	07	59
	859 मिन	00	02	11		413 मिन	00	09	36
	860 मिन	00	15	94		417 मिन	00	06	07
	861 मिन	00	04	42		423 मिन	00	04	30
	869 मिन	00	00	58		424 मिन }	00	02	78
	876 मिन	00	09	60		425 मिन }			
	877 मिन	00	00	38	मतफालु	426 मिन	00	06	32
	878 मिन	00	14	21	—	427 मिन	00	01	01
	879 मिन	00	01	73	ह०नं० 211	428 मिन	00	03	54
	891 मिन	00	00	38		540 मिन	00	01	26
	893 मिन	00	06	34		574 मिन	00	01	26
	894 मिन	00	05	57		596 मिन	00	02	28
	895 मिन	00	00	38		597 मिन	00	07	59
	896 मिन	00	02	88		598 मिन	00	00	51
	898 मिन	00	05	57		599 मिन	00	04	55
मतफालु	3 मिन	00	09	61		600 मिन	00	03	29
—	4 मिन	00	01	26		603 मिन	00	01	77
ह०नं० 211	12 मिन	00	07	59		606 मिन	00	09	11
	13 मिन	00	05	31		607 मिन	00	08	10
	14 मिन	00	00	76		622 मिन	—	—	—
	15 मिन	00	00	25		623 मिन	00	12	65
	16 मिन	00	11	38		624 मिन	00	02	28
	17 मिन	00	01	01		625 मिन	—	—	—
	20 मिन	00	01	77		626 मिन	00	11	13
	21 मिन	00	14	32		630 मिन	00	07	08
	22 मिन	00	01	26		631 मिन	00	05	57
Khal bet-	60 मिन	00	00	25		632 मिन	00	00	51
ween Kh. No.s 22 &						634 मिन	00	05	82

1	2	3	4	5	1	2	3	4	5
अनीर	110 मिन	00	09	36	दोसं कला	168 मिन	—	—	—
ह० नं० 210	113 मिन	00	01	01	ह० नं० 198	170 मिन	00	08	10
	114 मिन	00	12	90		180 मिन	00	01	52
	115 मिन	00	03	04		182 मिन	00	01	01
	116 मिन	00	00	76		183 मिन	00	09	36
	118 मिन	00	00	76		184 मिन	00	04	05
	123 मिन	00	01	01		185 मिन	00	00	25
	124 मिन	00	05	57		188 मिन	00	00	51
	125 मिन	00	03	29		189 मिन	00	02	53
	134 मिन	00	00	51		197 मिन	—	—	—
	135 मिन	—	—	—		200 मिन	00	00	25
	136 मिन	00	15	18		201 मिन	00	00	25
लाडिया	176 मिन	00	01	01		202 मिन	00	12	90
ह० नं० 209	177 मिन	00	11	89		204 मिन	00	02	53
	191 मिन	00	01	01		205 मिन	00	00	51
	192 मिन	00	04	30		211 मिन	00	00	25
	193 मिन	00	05	06		211/1 मिन	—	—	—
	194 मिन	00	11	64		212 मिन	00	05	82
	196 मिन	00	01	52		213 मिन	00	05	57
	215 मिन	00	00	51		217 मिन	00	11	89
	216 मिन	00	10	63		218 मिन	00	10	82
	224 मिन	00	03	04		219 मिन	00	00	76
	225 मिन	00	09	11		560 मिन	00	04	05
	228 मिन	00	09	11		561 मिन	00	04	81
	229 मिन	00	09	11		562 मिन	00	03	04
	223 मिन	00	07	08		582 मिन	00	11	89
	233 मिन	00	04	30		595 मिन	00	00	51
	240 मिन	00	00	76		597 मिन	00	05	82
	245 मिन	00	09	36		717 मिन	00	03	29
	246 मिन	00	02	78		732 मिन	—	—	—
	247 मिन	00	12	14		733 मिन	00	02	78
	266 मिन	00	05	26		735 मिन	00	02	78
	272/1 मिन	00	01	01		1182 मिन	00	00	76
	272/2 मिन	00	11	13		1402 मिन	00	09	61
	273 मिन	00	09	87		1403 मिन	00	05	57
	274 मिन	00	07	08		1405 मिन	00	00	25
	275/2 मिन	—	—	—		1406 मिन	00	00	51
	276 मिन	00	12	14		1407 मिन	00	00	51
	277 मिन	00	02	28	दोसं कला	1408 मिन	00	02	53
	282 मिन	00	02	78	ह० नं० 198	1409 मिन	00	04	55
	290 मिन	—	—	—		1413 मिन	—	—	—
	304 मिन	00	06	83		1435 मिन	—	—	—
	309 मिन	00	10	88		1436 मिन	00	01	26
	310 मिन	00	01	01		1437 मिन	00	05	06
	311 मिन	00	06	07		1441/1 मिन	00	00	25
	312 मिन	00	00	25		1442 मिन	00	10	12
	572 मिन	00	00	25		1452 मिन	00	10	37

1	2	3	4	5	1	2	3	4	5
दोमांस कलां	1485 मिन	00	00	25	कोटली खखीयां	549 मिन	00	08	35
ह० नं० 198	1486 मिन	00	05	06	ह० नं० 199	550 मिन	00	06	32
	1487 मिन	00	10	12		551 मिन	00	00	25
	1488 मिन	00	10	37		554 मिन	00	00	51
	1495 मिन	00	00	25		555 मिन	00	01	01
	1496 मिन	00	05	06		611 मिन	—	—	—
	1497 मिन	00	02	02		612 मिन	00	01	52
	1552 मिन	00	07	08		614 मिन	00	12	40
	1553 मिन	00	10	63		615 मिन	01	01	26
	1564 मिन	00	03	79		616 मिन	00	01	52
	1566 मिन	00	05	31		633 मिन	00	04	05
	1567 मिन	00	00	51		642 मिन	00	01	52
	1568 मिन	—	—	—		643 मिन	00	13	41
	1569 मिन	00	12	40		644 मिन	00	00	76
	1571 मिन	00	02	78		646 मिन	00	00	25
	1572 मिन	00	01	26		648 मिन	00	13	16
	1810 मिन	00	01	01		649 मिन	—	—	—
	1826 मिन	00	04	05		650 मिन	—	—	—
	1827 मिन	00	08	60		656 मिन	00	00	76
	1830 मिन	00	01	52		658 मिन	00	04	55
	1831 मिन	00	06	58		659 मिन	00	11	13
	1832 मिन	00	01	52		709 मिन	00	10	88
	1833 मिन	00	01	52		710 मिन	00	03	79
	1862 मिन	00	10	12		711 मिन	00	00	25
	1865 मिन	—	—	—		819 मिन	00	00	76
	1872 मिन	00	00	76	सरकारी जमीन की लिस्ट जिसमें से पाईपलाइन गुजरेगी जो कि फिल्लौर तहसील जिला जालन्धर (पंजाब) में आती है।				
	1873 मिन	00	12	14					
	1874/1 मिन	00	04	81					
	1874/2 मिन	00	10	63					
	1875 मिन	00	08	35					
	1876 मिन	00	02	02					
	2058 मिन	00	00	76					
	2063 मिन	00	03	29					
	2064 मिन	00	01	01					
	2065 मिन	00	03	04					
	2067 मिन	00	11	38					
	2068 मिन	00	04	55					
	2075 मिन	00	00	76					
	2076 मिन	00	04	81					
	2077 मिन	00	06	58					
	2080 मिन	00	09	36					
	2081 मिन	00	02	78					
कोटली खखीयां	542 मिन	00	01	01					
ह० नं० 199	543 मिन	00	07	08					
	544 मिन	00	06	07					
	545 मिन	00	01	01					
	546 मिन	00	08	10					

सरकारी जमीन की लिस्ट जिसमें से पाईपलाइन गुजरेगी जो कि फिल्लौर तहसील जिला जालन्धर (पंजाब) में आती है।

ग्राम	खसरा नं०	क्षेत्रफल		
		ह०	ए०	वर्ग मी०
ममानी	4678 मिन	00	02	50
ह० नं० 190				
डढडाढ़	1595/498 मिन	00	00	77
ह० नं० 194	1598/499 मिन	00	00	58
	1601/500/2 मिन	00	02	11
अक्षीर	117 मिन	00	04	30
ह० नं० 10				

[सं० 12020/3/82-प्रोड०]

S.O. 755.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum products from Mathura in Uttar Pradesh to Jullundur in Punjab pipelines should be laid by the Indian Oil Corporation Limited.

And whereas it appears that for the purpose of laying such pipelines, it is necessary to acquire the Right of User in the land described in the Schedule annexed hereto ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declare its intention to acquire the right of user therein ;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipelines under the land to the Competent Authority, Indian Oil Corporation Limited, Mathura-Jullundur Pipeline 705, Mota Singh Nagar, Jullundur (Pb.) ;

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Tehsil : Phillaur	Distt. : Jullundur	State : Punjab		
Name of Village	Khasra No.	Area		
		H	A	Sq. M.
1	2	3	4	5
Moroan H. No. 179	11/10 Min	00	03	29
	11/12 Min	00	14	93
	11/13/1 Min	00	03	54
	11/17 Min	00	03	04
	11/18/1 Min	00	07	59
	11/18/2 Min	00	04	05
	11/24/2 Min	00	07	34
Massari H. NO. 190	4301 Min	00	02	11
	4303 Min	00	03	07
	4304 Min	00	05	38
	4305 Min	00	06	91
	4306 Min	00	01	15
	4307 Min	00	09	22
	4310 Min	00	00	96
	4313 Min	00	00	38
	4318 Min	00	01	34
	4319 Min	00	11	14
	4322 Min	00	11	52
	4323 Min	00	07	68
	4324 Min	00	00	96
	4325 Min	00	04	80
	4395 Min	00	00	38
	4401 Min	00	01	54
	4402 Min	00	04	80
	4404 Min	00	08	26
	4405 Min	00	05	95
	4406 Min	00	02	30
	4407 Min	00	03	84
	4410 Min	00	00	38
	4411 Min	00	07	30
	4412 Min	00	04	42
	4413 Min	00	00	19
	4414 Min	00	03	07
	4415 Min	00	02	50
	4416 Min	00	03	46
	4417 Min	00	02	11
	4418 Min	00	01	73
	4419 Min	00	01	15
	4420 Min	00	00	96
	4421 Min	00	00	96
	4423 Min	00	00	58
	4424 Min	00	00	19
	4425 Min	00	17	28
	4426 Min	00	02	69
	4427 Min	00	02	88
	4428 Min	00	01	15

1	2	3	4	5
Massari H.No 190	4443 Min	00	13	82
	4444 Min	00	06	34
	4445 Min	00	00	38
	4446 Min	00	00	00
	4447 Min	00	03	26
	4448 Min	00	02	88
	4449 Min	00	02	69
	4492 Min	00	01	54
	4499 Min	00	00	19
	4500 Min	00	00	77
	4501 Min	00	04	22
	4502 Min	00	07	49
	4505 Min	00	09	41
	4506 Min	00	09	22
	4516 Min	00	02	69
	4517 Min	00	12	67
	4518 Min	00	06	72
	4524 Min	00	00	19
	4596 Min	00	01	34
	4599 Min	00	00	00
	4613 Min	00	01	54
	4618 Min	00	01	15
	4619 Min	00	07	30
	4735 Min	00	09	79
	4736 Min	00	06	14
	4737 Min	00	04	80
	4738 Min	00	06	72
	4739 Min	00	00	96
	4740 Min	00	02	69
	4742 Min	00	12	10
	4743 Min	00	10	94
	4744 Min	00	00	58
	4745/1 Min	00	16	32
	4804 Min	00	01	34
	4805 Min	00	04	22
	4806 Min	00	13	82
	4809 Min	00	01	73
	4810 Min	p	00	77
	4811 Min	00	09	79
	4812 Min	00	05	38
	4812 / 1 Min	00	00	58
	4813 Min	00	13	63
	4821 Min	00	00	58
	4893 Min	00	05	38
	4918 Min	00	39	36
	4948 Min	00	24	00
	4949 Min	00	15	94
	4960 Min	00	00	77
	4997 Min	00	01	34
	5040 Min	00	14	40
	5041 Min	00	05	18
	5052 Min	00	07	87
	5055 Min	00	07	10
	5068 Min	00	09	22
	5069 Min	00	19	78
	5105 Min	00	00	58
	5114 Min	00	03	07
	5115 Min	00	13	06
	5116 Min	00	00	77
	5117 Min	00	03	65
	5127 Min	00	02	69
	5127 / 1 Min	00	01	15
	5129 / 1 Min	00	13	44
	5130 Min	00	01	34
	5137 Min	00	11	52
	5138 Min	00	01	34

1	2	3	4	5	1	2	3	4	5
MISSANI H.No. 190	5154 Min	00	00	19	Dadhwarh H. No. 194	1596/498 Min	00	01	78
	5155 Min	00	04	22		1600/500/1 Min	00	05	18
	5157 Min	00	04	03		1602/500/3 Min	00	00	00
	5164 Min	00	02	11		1607/503/2 Min	00	01	73
	5165 Min	00	01	54		615 Min	00	04	80
	5166 Min	00	04	03		616 Min	00	05	95
	5170 Min	00	00	19		642 Min	00	08	26
	5171 Min	00	09	02		646 Min	00	03	26
	5172 Min	00	05	18		648 Min	00	01	73
	5173 Min	00	01	78		649 Min	00	08	45
	5175 Min	00	46	66		650 Min	00	00	58
	5188 Min	00	04	42		651 Min	00	00	38
	5189 Min	00	07	68		654 Min	00	00	77
	5190 Min	00	05	57		674 Min	00	03	84
	5193 Min	00	14	59		675 Min	00	06	91
	5194 Min	00	01	34		676 Min	00	04	99
	5195 Min	00	12	67		680 Min	00	00	58
	5199 Min	00	07	68		719 Min	00	09	79
	5201 Min	00	08	45		720 Min	00	00	00
	5205 Min	00	16	90		721 Min	00	06	53
Dadhwarh H. No. 194	70 Min	00	04	99		722 Min	00	02	50
	71 Min	00	05	95		724 Min	00	03	65
	86 Min	00	00	77		725 Min	00	03	26
	87 Min	00	00	00		728 Min	00	01	73
	89 Min	00	00	77		729 Min	00	00	77
	90 Min	00	06	14		795 Min	00	01	54
	91 Min	00	00	38		815 Min	00	06	14
	92 Min	00	05	38		816 Min	00	00	58
	103 Min	00	01	15		817 Min	00	03	65
	104 Min	00	06	38		819 Min	00	02	50
	105 Min	00	08	26		820 Min	00	01	34
	109 Min	00	02	50		821 Min	00	04	80
	110 Min	00	00	00		825 Min	00	01	73
	112 Min	00	11	90		826 Min	00	08	45
	114 Min	00	04	80		827 Min	00	00	00
	129 Min	00	01	34		829 Min	00	00	38
	142 Min	00	00	00		830 Min	00	05	18
	143 Min	00	00	58		831 Min	00	08	45
	144 Min	00	01	15		833 Min	00	01	34
	145 Min	00	09	79		843 Min	00	00	19
	146 Min	00	04	42		844 Min	00	01	34
	162 Min	00	00	19		845 Min	00	02	11
	163 Min	00	03	26		846 Min	00	00	58
	164 Min	00	04	61		847 Min	00	00	00
	165 Min	00	04	42		859 Min	00	02	11
	191 Min	00	00	00		860 Min	00	15	94
	192 Min	00	00	00		861 Min	00	04	42
	193 Min	00	04	42		869 Min	00	00	58
	403 Min	00	00	96		876 Min	00	09	60
	447 Min	00	03	26		877 Min	00	00	38
	448 Min	00	06	14		878 Min	00	14	21
	452 Min	00	00	19		879 Min	00	01	73
	454 Min	00	01	73		891 Min	00	00	38
	455 Min	00	07	49		893 Min	00	06	34
	456 Min	00	00	38		874 Min	00	05	57
	458 Min	00	02	11		895 Min	00	00	38
	483 Min	00	00	38		896 Min	00	02	88
	485 Min	00	07	10		898 Min	00	05	57
	489 Min	00	00	00	Mutfallu H.No. 211	3 Min	00	09	61
	490 Min	00	00	38		4 Min	00	01	26
	492 Min	00	05	38		12 Min	00	07	59
	493 Min	00	07	49		13 Min	00	05	31
	494 Min	00	00	38		14 Min	00	00	76
	495 Min	00	00	19		15 Min	00	00	25
	496 Min	00	00	58		16 Min	00	11	38

1	2	3	4	5	1	2	3	4	5
Mutfallu H.No. 211 concl'd.	17 Min	00	01	01	Ladian Ho.No. 209	176 Min	00	01	01
	20 Min	00	01	77		177 Min	00	11	89
	21 Min	00	14	42		191 Min	00	01	01
	22 Min	00	01	26		192 Min	00	04	30
	Khal between					193 Min	00	05	06
	Kh. Nos. 22 &					194 Min	00	11	64
	60 Min	00	00	25		196 Min	00	01	52
	60 Min	00	01	01		215 Min	00	00	51
	304 Min	00	04	30		216 Min	00	10	63
	305 Min	00	11	89		224 Min	00	03	04
	306 Min	00	00	51		225 Min	00	09	11
	319 Min	00	03	79		228 Min	00	09	11
	320 Min	00	01	77		229 Min	00	09	11
	321 Min	00	04	05		232 Min	00	07	08
	323/1 Min	00	04	81		233 Min	00	04	30
	323/2 Min	00	07	84		240 Min	00	00	76
	324 Min	00	00	51		245 Min	00	09	36
	345 Min	00	03	54		246 Min	00	02	78
	357 Min	00	07	34		247 Min	00	12	14
	358 Min	00	06	07		266 Min	00	05	26
	359 Min	00	10	88		272/1 Min	00	01	01
	361 Min	00	04	05		272/2 Min	00	11	13
	361/1 Min	00	06	98		273 Min	00	09	87
	362 Min	00	00	25		274 Min	00	07	08
	364 Min	00	04	81		275/2 Min	..	..	..
	410 Min	00	09	11		276 Min	00	12	14
	412 Min	00	07	59		277 Min	00	02	28
	413 Min	00	09	36		282 Min	00	02	78
	417 Min	00	06	07		290 Min	..	..	..
	423 Min	00	04	30		304 Min	00	06	83
	424 Min	00	02	78		309 Min	00	10	88
	425 Min	00	02	78		310 Min	00	01	01
	426 Min	00	06	32		311 Min	00	06	07
	427 Min	00	01	01		312 Min	00	00	25
	428 Min	00	03	54		572 Min	00	00	25
	540 Min	00	01	26	Dosanjh Kalan	168 Min	..	..	..
	574 Min	00	01	26	H.No. 198	170 Min	00	08	10
	596 Min	00	02	28		180 Min	00	01	52
	597 Min	00	07	59		182 Min	00	01	01
	598 Min	00	00	51		183 Min	00	09	36
	599 Min	00	04	55		184 Min	04	04	05
	600 Min	00	03	29		185 Min	00	00	25
	603 Min	00	01	77		188 Min	00	00	51
	606 Min	00	09	11		189 Min	00	02	53
	607 Min	00	08	10		197 Min	..	..	..
	622 Min	..	..	..		200 Min	00	00	25
	623 Min	00	12	65		201 Min	00	00	25
	624 Min	00	02	28		202 Min	00	12	90
	625 Min	..	..	..		204 Min	00	02	53
	626 Min	00	11	13		205 Min	00	00	51
	630 Min	00	07	08		211 Min	00	00	25
	631 Min	00	05	57		211/1 Min	..	..	..
	632 Min	00	00	51		212 Min	00	05	82
	634 Min	00	05	82		213 Min	00	05	57
Annir H.No. 210	110 Min	00	09	36		217 Min	00	11	89
	113 Min	00	01	01		218 Min	00	10	82
	114 Min	00	12	90		219 Min	00	00	76
	115 Min	00	03	04		560 Min	00	04	05
	116 Min	00	00	76		561 Min	00	04	81
	118 Min	00	00	76		562 Min	00	03	04
	123 Min	00	01	01		582 Min	00	11	89
	124 Min	00	05	57		595 Min	00	00	51
	125 Min	00	03	29		597 Min	00	05	82
	134 Min	00	00	51		717 Min	00	03	29
	135 Min	..	..	..		732 Min	..	..	..
	136 Min	00	15	18		733 Min	00	02	78

अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद् द्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाईपलाइन बिछाने के लिये आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, प्लॉट नं 9 पि० क्लास होसिंग सोसायटी पनवेल, जिला रायगढ़, महाराष्ट्र को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

उरान टर्मिनल से दीपक फर्टिलाइजर्स और पेट्रोकेमिकल्स कारपोरेशन लि० तलोजा तक पाईपलाइन बिछाने के लिये

महाराष्ट्र : राज्य	जिला : रायगढ़	तालुका : उरान		
गांव	सर्वेक्षण नम्बर	क्षेत्र	स्क्वे०	मीटर्स
नवघर	67	3 पी०टी०	21	00
	52	1 पी०टी०	14	00
		3 पी०टी०	20	00
		4 पी०टी०	18	00
		6 पी०टी०	4	00
	54	1 पी०टी०	25	00
		2 पी०टी०	18	00
		3 पी०टी०	15	00
		6 पी०टी०	12	00
		7 पी०टी०	14	00
		8 पी०टी०	10	00
		9 पी०टी०	12	00
	98	6 पी०टी०	16	00
		10 पी०टी०	14	00
		11 पी०टी०	14	00
	99	7 पी०टी०	30	00
	100	7 पी०टी०	16	00
		8 पी०टी०	12	00
		13 पी०टी०	14	00
		14 पी०टी०	22	00
	104	3 पी०टी०	8	00
	105	1 पी०टी०	20	00
		2 पी०टी०	10	00
रेल	—पी०टी०	46	00	
नाला	—पी०टी०	16	00	

[सं० 12016/6/82-प्र०]

New Delhi, the 15th February, 1982

S.O. 756.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Uran Terminal to Deepak Fertilizers and Petrochemicals Corporation Limited, Talaja in Maharashtra

State Pipeline should be laid by Deepak Fertilizers and Petrochemicals Corporation Ltd.

And whereas, it appears that for the purpose of laying such pipelines, it is necessary to acquire the right of user in the land described in the schedule annexed hereto.

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum and Mineral Pipelines (Acquisition of right of user in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that, any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipeline under the land to the Competent Authority Oil and Natural Gas Commission, Plot No. 9, Middle Class Housing Society, Panvel, Dist. Raigad, Maharashtra.

And every person making such an objection shall state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Pipeline from Uran Terminal to Deepak Fertilizers and Petrochemicals Corporation Limited, Talaja.

State—Maharashtra	District—Raigad	Taluka—Uran	
Village	S. No.	H. No.	Area Sq. Meters
Navghar	67	3 pt.	21—00
	52	1 pt.	14—00
		3 pt.	20—00
		4 pt.	18—00
		6 pt.	4—00
	54	1 pt.	25—00
		2 pt.	18—00
		3 pt.	15—00
		6 pt.	12—00
		7 pt.	14—00
		8 pt.	10—00
		9 pt.	12—00
	98	6 pt.	16—00
		10 pt.	14—00
		11 pt.	14—00
	99	7 pt.	30—00
	100	7 pt.	16—00
		8 pt.	12—00
		13 pt.	14—00
		14 pt.	22—00
	104	3 pt.	8—00
	105	1 pt.	20—00
		2 pt.	10—00
	Railway	pt.	46—00
	Nala	pt.	16—00

[No. 12016/6/82-Prod.]

का०आ० 757.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि महाराष्ट्र राज्य में उरण टर्मिनल से दीपक फर्टिलाइजर्स और पेट्रोकेमिकल्स कारपोरेशन लि० तलोजा तक पेट्रोलेियम के परिवहन के लिये पाईप लाइन दीपक फर्टिलाइजर्स और पेट्रोकेमिकल्स कारपोरेशन लिमिटेड द्वारा बिछाई जानी चाहिये।

और यतः यह प्रतीत होता है कि ऐसी लाईनों के बिछाने के प्रयोजन के लिये एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

SCHEDULE

Pipeline from Urban Terminal to Deepak Fertilizers and Petrochemicals Corporation Limited, Talaja.

State—Maharashtra	District—Raigad	Taluka—Panvel
Village	S. No.	H. No. Area Sq. Metres
Vahal	Road	— 432-00
	440	1 64-00
	440	2 16-00
	441	1 160-00
	422	— 84-00

[No. 12016/7/82—Prod.]

T.N. PARAMESWARAN, Under Secy.

अतः अब पेट्रोलियम और खनिज पाईपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्-द्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाईपलाइन बिछाने के लिये आक्षेप सक्षम, प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, प्लॉट नं० 9 पि० क्लास हाउसिंग सोसायटी पनवेल, जिला रायगढ़, महाराष्ट्र को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

उरान टर्मिनल दीपक फर्टिलाइजर्स और पेट्रोकेमिकल्स कार्पोरेशन लिमिटेड तलोजा तक पाईपलाइन बिछाने के लिये

राज्य—महाराष्ट्र	जिला—रायगढ़	तालुका—पनवेल
गांव	सर्वेक्षण नंबर एच० नम्बर	क्षेत्र स्क्वे० मीटर्स
वहाल	सड़क —	432-00
	440 1	64-00
	440 2	16-00
	441 1	160-00
	422 —	84-00

[सं० 12016/7/82-प्रो०]

टी० एन० परमेश्वरन, अव्वर सचिव

S.O. 757.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Uran Terminal to Deepak Fertilizers and Petrochemicals Corporation Limited, Talaja in Maharashtra State Pipeline should be laid by Deepak Fertilizers and Petrochemicals Corporation Ltd.,

And whereas, it appears that for the purpose of laying such pipelines, it is necessary to acquire the right of user in the land described in the schedule annexed hereto.

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum and Mineral Pipelines (Acquisition of right of user in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that, any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipeline under the land to the Competent Authority Oil and Natural Gas Commission, Plot No. 9, Middle Class Housing Society, Panvel, Dist. Raigad, Maharashtra

And every person making such an objection shall state specifically whether he wishes to heard in person or by a legal practitioner.

MINISTRY OF ENERGY

(Department of Coal)

CORRIGENDA

New Delhi, the 30th January, 1982

S.O. 758.—In the notification of the Government of India in the Ministry of Energy (Department of Coal), No. S.O. 2399, dated the 25th August, 1981, published in the Gazette of India, Part II Section 3 sub-section (ii), dated the 12th September, 1981, at page 3078, in column 1.

(i) in line 41, for "47 (par), 49(Par)" read "47 (part), 49(part)";

(ii) in line 55, for "4245" read "4254"

[No. 19/5/81-CL]

S.O. 759.—In the notification of the Government of India in the Ministry of Energy (Department of Coal) No. S.O. 216(E), dated the 25th March, 1981, published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section (ii), dated the 25th March, 1981.

at page 372/1, in column 2,—

(a) in line 17, for "Boundary Description" read "Boundary description"

(b) in line 27, for "503, 501" read "503, 502, 501";

(c) in line 29, for "Hondegir" read "Hindegir"

[No. 19/7/81-CL]

ऊर्जा मंत्रालय

(कोयला विभाग)

नई दिल्ली, 11 फरवरी, 1982

का०आ० 760.—केन्द्रीय सरकार ने, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 7 की उपधारा (1) के अधीन भारत सरकार के ऊर्जा मंत्रालय (कोयला विभाग) की अधिसूचना सं० का०आ० 140(अ), तारीख 3 मार्च, 1981 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि का अर्जन करने के अपने आशय की सूचना दी थी ;

श्रीर सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 8 के अनुसरण में अपनी रिपोर्ट केन्द्रीय सरकार का दे दी है।

श्रीर केन्द्रीय सरकार का, पूर्वोक्त रिपोर्ट पर विचार करने श्रीर बिहार सरकार से परामर्श करने के पश्चात् यह समाधान हो गया है कि इससे संलग्न अनुसूची में वर्णित 1060.00 एकड़ (लगभग) या 428.95 हेक्टेयर (लगभग) माप की भूमि का अर्जन किया जाता चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त अनुसूची में वर्णित 1060.00 एकड़ (लगभग) या 428.95 हेक्टेयर (लगभग) माप की भूमि का अर्जन किया जाता है।

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक का निरीक्षण उपयुक्त गिरिडीह (बिहार) के कार्यालय में या उपायुक्त हजारीबाग (बिहार) के कार्यालय में या कोयला नियंत्रण 1-काउन्सिल हाऊस, स्ट्रीट, कलकत्ता के कार्यालय में या सेन्ट्रल कोलफील्ड्स लिमिटेड (राजस्व अनुभाग) दरभंगा हाऊस, रांची (बिहार) के कार्यालय में किया जा सकता है।

अनुसूची

चालकारी ब्लाक विस्तार
पूर्वी बोकारो कोयला क्षेत्र
जिला हजारी बाग और गिरिडीह
डाइग सं० राजस्व 54/81
तारीख 27-5-81

(जिसमें अर्जित की गई भूमि दर्शित की गई है)

सभी अधिकार
उप ब्लाक

क्र० सं०	ग्राम	थाना	थाना संख्यांक	जिला	क्षेत्र	टिप्प-नियां
1.	खेटको	पेटरवार	45	हजारीबाग	भाग	
2.	चालकारी	पेटरवार	46	हजारीबाग	भाग	
3.	झुझको	पेटरवार	48	हजारीबाग	भाग	
	कुल क्षेत्र		800.000 एकड़ (लगभग)			
	या		323.74 हेक्टेयर (लगभग)			

खेटको ग्राम में अर्जित किए गए प्लॉट संख्यांक—

2501(भाग), 2507(भाग), 2508 एक असंख्यांकित प्लॉट, 2509 से 2515, 2516 (भाग), 2517 (भाग), 2518 (भाग), 2547 (भाग), 2548 (भाग), 2549 (भाग), 2550 से 2555, 2556 (भाग), 2558 (भाग), 2579 (भाग), 2580(भाग), 2584 (भाग), 2587 (भाग), 2588 (भाग), 2589, 2590 (भाग), 2591 (भाग), 2592 (भाग), 2593 (भाग), और 2827।

चालकारी ग्राम में अर्जित किए गए प्लॉट संख्यांक :

1427 (भाग), 1428 से 1430, 1431 (भाग), 1434(भाग), 1435(भाग), 1444(भाग), 1540 (भाग), 1541(भाग), 1542 (भाग), 1547(भाग), 1559(भाग), 1560, 1561 (भाग), 1565 (भाग), 1566(भाग), 1567(भाग), 1568 से 1572, 1573 (भाग), 1574 से 1598, 1599 (भाग), 1600(भाग), 1606 (भाग), 1607 से 1614, 1615 (भाग), 1616 से 1619, 1620 (भाग), 1621, 1622(भाग), 1624 (भाग), 1625(भाग), 1630 (भाग), 1634 (भाग), 1635 (भाग), 1640(भाग), 1641 (भाग), 2382 (भाग), 2401 (भाग), 2402 से 2504, 2505 (भाग), 2506 से 2554, 2556 (भाग), 2657 से 2622, 2623 (भाग), 2624 (भाग), 2631 (भाग), 2632 (भाग), 2633 से 2672, 2673 (भाग), 2674 (भाग), 2675 (भाग), 2677 से 2706, 2707 (भाग), 3000 (भाग), 3002 (भाग), 3003 से 3006, 3007 (भाग), 3082 (भाग), 3083 (भाग), 3084 से 3090, 2092(भाग), 3092(भाग), 3093 (भाग), 3094 (भाग), 3095 से 3100, 3101 (भाग), 3002 से 3119, 3120 (भाग), 3121 से 3123, 3124 (भाग), 3125(भाग), 3126, 3127(भाग), 3131(भाग), 3135 (भाग), 3136 (भाग), 3137, 3138 (भाग), 3139(भाग), 3140 से 3169, 3170(भाग), 3171(भाग), 3175(भाग), 3176 से 3184, 3185(भाग), 3186(भाग), 3190(भाग), 3193 (भाग), 3194 से 3199, 3200, 3201 (भाग), 3203 (भाग), 3205 (भाग), 3239 (भाग), 3458 (भाग), 3525 (भाग), 3526 (भाग), 3528(भाग), 3551 (भाग), 3556 (भाग), 3557 से 3564, 3565 (भाग), 3566 (भाग), 3567 से 3574, 3575 (भाग), 3576(भाग), 3577(भाग), 3578, 3579, 3580, 3581(भाग), 3582(भाग) 3583 (भाग), 3587 (भाग), 3588, 3589 (भाग), 3590 से 3597, 3598 (भाग) 3599, 3600 (भाग), 3602 (भाग), 3603 (भाग), 3604 (भाग), 3605, 3606, 3607, 3608 से 3738, 3738(भाग), 3740 से 3748, 3749(भाग), 3751, 3754 से 3786, 3787 (भाग), 3788, 3789, 3790 (भाग), 3793 (भाग), 3797 (भाग), 3798(भाग), 3799 से 3811, 3866 (भाग), 4152, 4166, 4171(भाग), 4172 (भाग), 4173 (भाग), 4176, 4184।

झुझको ग्राम में अर्जित किए गए प्लॉट संख्यांक :

1 (भाग), 2 (भाग), 153 (भाग), 154 (भाग), 159 (भाग), 160(भाग), 161, 162 (भाग), 163 (भाग), 169 से 171, 172 (भाग), 173 (भाग), 174 (भाग), 175 (भाग), 370 (भाग), 371 से 423, 424 (भाग), 425 से 429, 430 (भाग), 431 (भाग), 432 से 435, 436 (भाग), 438 (भाग) 439 (भाग), 440 (भाग), 1159, 1160 (भाग), 1161 (भाग), और 1173।

उप ब्लॉक I का सीमा वर्णन

रेखा खेटको ग्राम के प्लॉट संख्याक :—

क-ख 2507, 2501, 2518, 2517, 2516, 2548, 2547, 2549, 2592, 2558, 2556, 2578, 2580, 2587, 2584, 2588, 2591, 2590, 2591, 2593 में होकर फिर चालकारी ग्राम प्लॉट संख्याक 3866, और 3739 से होकर जाती है।

ख-ग रेखा चालकारी ग्राम से—के प्लॉट संख्याक 3739, 3749, 4173, 3751, 4173, 3757, 3758, 3787, 3793, 3790, 3604, 3566, 3458, 3565, 3458, 3205, 3175, 3205, 3171, 3170, 3205, 4071, 2675, 2674, 2673, 4172, 2556, 4172, से होकर फिर झुझको, ग्राम प्लॉट संख्याक 1 से ग्राम चालकारी ग्राम प्लॉट संख्याक 4172 और 1573 से ग्राम झुझको के प्लॉट संख्याक 1, 2, 153, 154, 160, 159, 160, 168, 162, 168, 175, 174, 173, 172, 1160, 370, 424, 1161, 430, 1161, 431, 436, 439, 438, 439, 440 से होकर जाती है।

ग-घ रेखा दामोदर नदी के भागतः दाएं किनारे के साथ-साथ जाती है।

घ-ङ० रेखाएं झुझको झरिया नाला के भागतः बाएं किनारे के साथ-साथ होती हुई चालकारी ग्राम के प्लॉट संख्याक 1558, की 1 भागतः दक्षिणी सीमा के प्लॉट संख्याक 1559, की भागतः दक्षिणी सीमा के साथ-साथ होती हुई प्लॉट संख्याक 1559, 1561, 1565, 1566, 1567, 1568, 1547, 1542, 1543, 1544, 1444, 1431, 1434, 1435, 1427, 1599, 1600, 1606, 1622, 1624, 1620, 1625, 1615, 1630, 1634, 1635, 1640, 1641, 2382, 2401, 2505, 2623, 2624, 2632, 2631, 2632, 2707, 3082, 3083, 3091, 3093, 3092, 3094, 3007, 3002, 3000, 3239, 3101, 3124, 3125, 3127, 3120, 3131, 3139, 3131, 3139, 3138, 3136, 3135, 3203, 3201, 3205, 3193, 3205, 3190, 3185, 3186, 3195, 3196, 3205, 3458, 3551, 3458, 3556, 3458, 3575, 3576, 3604,

3602, 3603, 3600, 3558, 3576, 3528, 3577, 3576, 3626, 3525, 3581, 3582, 3583, 3587 और 3579 से होकर जाती है।

घ-क रेखा दामोदर नदी के भागतः दाएं किनारे के साथ-साथ जाती है और आरंभिक बिन्दु 'क' पर मिलती है।

मभी अधिकार

(उप ब्लॉक-II)

क्रम सं०	ग्राम	थाना सं०	थाना सं०	जिला	क्षेत्र टिप्पणिया
1	फुसरो	बेरमो	67	गिरिडीह	भाग
कुल क्षेत्र : 260.00 एकड़ (लगभग) या 105 21 हेक्टर (लगभग)					

फुसरो ग्राम में अर्जित किए गए प्लॉट संख्याक :

39 (भाग), 46 (भाग), 47 (भाग), 48, 49 (भाग), 50 से 60, 61 (भाग), 62, 63, 64 (भाग), 65, 66, 82 (भाग), 83 (भाग), 111 (भाग), 595 से 602, 603 (भाग), 606 से 609, 610 (भाग), 611, 616 से 643, 644 (भाग), 646 (भाग), 647, 669 (भाग), 671 (भाग), 672 से 703, 704 (भाग), 725 (भाग), 726 (भाग), 727 (भाग), 728 (भाग), 729 से 759 810, 811 (भाग), 812 (भाग)।

उप ब्लॉक II का सीमा वर्णन —

ज-झ रेखा फुसरो ग्राम में दामोदर नदी के बाएं किनारे के साथ-साथ जाती है।

झ-ज रेखा फुसरो ग्राम के प्लॉट सं० 812, 728, 725, 727, 726, 704, 669, 671, 812, 811, 646, 644, 811, 644, 811, 610, 811, 603, 811, 61 और 82 से होकर जाती है।

ज-ज रेखा, ग्राम फुसरो के 82, 83, 64, 49, 47, 46, 111, 35, 61 में होकर जाती है और आरंभिक बिन्दु 'ज' पर मिलती है।

[स० 19/68/81-सी० एल०]

New Delhi, the 11th February, 1982.

S.O. 760 —Whereas by the notification of the Government of India in the Ministry of Energy (Department of Coal) No. S. O 140(E), dated the 3rd. March, 1981, under sub-section (i) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intension to acquire the lands specified in the schedule appended to that notification;

And whereas the competent authority, in pursuance of section 8 of the said Act, has made his report to the Central Government;

And whereas the Central Government, after considering the report aforesaid, and after consulting the Government of Bihar, is satisfied that the lands measuring 1060.00 acres (approximately) or 428.95 hectares (approximately), described in the schedule appended hereto, should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the said Act the Central Government hereby declares that the lands measuring 1060.00 acres (approximately) for 428.95 hectares (approximately) described in the said Schedule are hereby acquired.

2. The plans of the area covered by this notification may be inspected in the Office of the Deputy Commissioner, Giridih (Bihar) or in the office of the Deputy Commissioner, Hazaribagh (Bihar) or in the office of the Coal Controller, 1, Council House Street, Calcutta, or in the office of the Central Coalfields Limited (Revenue Section), Darbhanga House, Ranchi, (Bihar).

SCHEDULE

Chalkari Block Extension (East Bokaro Coalfield)

Drg. No. Rev/54/81

Dated 27-5-81

(Showing lands acquired)

District Hazaribagh and Giridih

All Rights :

Sub-Block-I

Serial No.	Village	Thana	Thana Number	District	Area in acres	Remark
1.	Khetko	Petarbar	45	Hazari-bagh	26.00	Part
2.	Chalkari	,,	46	-do-	692.00	-do-
3.	Jhujhko	,,	48	-do-	82.00	-do-

Total area:— 800.00 acres (approximately)
or 323.74 hectares (approximately)

Plot numbers acquired in Village Khetko:—

2501 (part), 2507 (part), 2508, one hundred and one numbered plot, 2509 to 2515, 2516 (part), 2517 (part), 2518 (part), 2547 (part), 2548 (part), 2549 (part), 2550 to 2555, 2556 (part), 2558 (part), 2579 (part), 2580 (part), 2584 (part), 2587 (part), 2588 (part), 2589, 2590 (part), 2591 (part), 2592 (part), 2593 (part) and 2827.

Plot numbers acquired in village Chalkari:—

1427 (part), 1428 to 1430, 1431 (part), 1434 (part), 1435 (part), 1444 (part), 1540 (part), 1541 (part), 1542 (part), 1547 (part), 1559 (part), 1560, 1561 (part), 1565 (part), 1566 (part), 1567 (part), 1568 to 1572, 1573 (part), 1574 to 1598, 1599 (part), 1600 (part), 1606 (part), 1607 to 1614, 1615 (part), 1661 to 1619, 1620 (part), 1621, 1622 (part), 1624 (part), 1625 (part), 1630 (part), 1634 (part), 1635 (part), 1640 (part), 1641 (part), 2382 (part), 2401 (part), 2402 to 2504, 2505 (part), 2506, to 2554, 2556 (part), 2557 to 2622, 2623 (part), 2624 (part), 2631 (part), 2632 (part), 2633 to 2672, 2673 (part), 2674 (part), 2675 (part), 2677 to 2709, 2707 (part), 3000 (part), 3002 (part), 3003 to 3006, 3007 (part), 3082 (part), 3083 (part), 3084 to 3090, 3091 (part), 3092 (part), 3093 (part), 3094 (part), 3095 to 3100, 3101 (part), 3102 to 3119, 3120 (part), 3121 to 3123, 3124 (part), 3125 (part), 3126, 3127 (part), 3131 (part), 3135 (part), 3136 (part), 3137, 3138 (part), 3139 (part), 3140 to 3169, 3170 (part), 3171 (part), 3175 (part), 3176 to 3184, 3185 (part), 3186 (part), 3190 (part), 3193 (part), 3194 to 3199, 3200, 3201 (part), 3203 (part), 3205 (part), 3239 (part), 3458 (part), 3525

(part), 3526 (part), 3528 (part), 3551 (part), 3556 (part), 3557 to 3564, 3565 (part), 3566 (part), 3567 to 3574, 3575 (part), 3576 (part), 3577, (part), 3578, 3579, 3580, 3581 (part), 3582 (part), 3583 (part), 3587 (part), 3588, 3589 (part), 3590 to 3597, 3598 (part), 3599, 3600 (part), 3602 (part), 3603 (part), 3604 (part), 3605, 3606, 3607, 3608 to 3738, 3739 (part), 3740 to 3748, 3749 (part), 3751 (part), 3754 to 3786, 3787 (part), 3788, 3789, 3790 (part), 3793 (part), 3797 (part), 3798 (part), 3799 to 3811, 3866 (part), 4152, 4166, 4171 (part), 4172 (part), 4173 (part), 4176, 4184.

Plot numbers acquired in village Jhujhko:—

1 (part), 2 (part), 153 (part), 154 (part), 159 (part), 160 (part), 161, 162 (part), 168 (part), 169 to 171, 172 (part), 173 (part), 174 (part), 175 (part), 370 (part), 371 to 423, 424 (part), 425 to 429, 430 (part), 431 (part), 432 to 435, 436 (part), 438 (part), 439 (part), 440 (part), 1159, 1160 (part), 1161 (part) and 1173.

Boundary description of Sub-Block-I:—

A-B line passes through plot numbers 2507, 2501, 2518, 2517, 2516, 2548, 2547, 2549, 2592, 2558, 2556, 2579, 2580, 2587, 2584, 2588, 2591, 2590, 2591, 2593, in village Khetko then through plot numbers 3866 and 3739 in village Chalkari.

B-C line passes through plot numbers 3739, 3749, 4173, 3751, 4173, 3797, 3798, 3787, 3793, 3790, 3604, 3566, 3458, 3565, 3458, 3205, 3175, 3205, 3171, 3170, 3205, 4171, 2675, 2674, 2673, 4172, 2556, 4172, in village Chalkari, then through plot number 1 in village Jhujhko, through plot numbers 4172 and 1573 in village Chalkari through plot numbers 1, 2, 153, 154, 160, 159, 160, 168, 162, 168, 175, 174, 173, 172, 1160, 370, 424, 1161, 430, 1161, 431, 436, 439, 438, 439, 440 in village Jhujhko.

C-D line passes part along the right bank of River Damodar.

D.E.F.G lines pass part along left bank of Jhujhko Jharra Nalla along the part southern boundary of plot number 1558 and part southern boundary of plot number 1559 through plot numbers 1559, 1561, 1565, 1566, 1567, 1566, 1547, 1542, 1541, 1540, 1444, 1431, 1434, 1435, 1427, 1599, 1600, 1606, 1622, 1624, 1620, 1625, 1615, 1630, 1634, 1635, 1640, 1641, 2382, 2401, 2505, 2623, 2624, 2632, 2631, 2632, 2707, 3082, 3083, 3091, 3093, 3092, 3094, 3007, 3002, 3000, 3239, 3101, 3124, 3125, 3127, 3120, 3131, 3139, 3131, 3139, 3138, 3136, 3135, 3203, 3201, 3205, 3193, 3205, 3190, 3185, 3186, 3195, 3196, 3205, 3458, 3551, 3458, 3556, 3458, 3575, 3576, 3604, 3602, 3603, 3600, 3598, 3576, 3528, 3577, 3576, 3526, 3225, 3581, 3582, 3583, 3587, and 3589 in village Chalkari.

G-A line passes along the part right bank of River Damodar and meets at starting point 'A'.

All Rights

(Sub-Block-II)

Sl. Village No.	Thana	Thana Number	District	Area	Remarks
1. Phusro	Bermo	67	Giridih	260.00	Part

Total area :— 260.00 acres (approximately)
or 105.21 hectares (approximately)

Plot numbers acquired in village Phusro

39 (part), 46 (part), 47 (part), 48, 49 (part), 50 to 60, 61 (part), 62, 63, 64 (part), 65, 66, 82 (part), 83 (part), 111 (part), 595 to 602, 603 (part), 606 to 609, 610 (part), 611, 616 to 643, 644 (part), 646 (part), 647, 669 (part), 671 (part), 672 to 703, 704 (part), 725 (part), 726 (part), 727 (part), 728 (part), 729 to 759, 810, 811 (part), 812 (part)

Boundary description of Sub-Block-II

- H-I line passes along the left bank of River Damodar in village Phusro.
- I-I line passes through plot numbers, 812, 728, 725, 727, 726, 704, 669, 671, 812, 811, 646, 644, 811, 644, 811, 610, 811, 603, 811, 61 and 82 in village Phusro
- J-H line passes through plot numbers 82, 83, 64, 49, 47, 46, 111, 35, 61 in village Phusro and meets at starting point 'H'

[No. 19/68/81-C1]

नई दिल्ली, 17 फरवरी 1982

कां.आं. 761—केन्द्रीय सरकार ने, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) का धारा 7 की उपधारा (1) के अधीन भारत सरकार के भूतत्त्व इस्पात खान और कोयला मंत्रालय (कोयला विभाग) की अधिसूचना सं. कां.आं. 214 (अ) तारीख 27-मार्च, 1980 द्वारा उस अधिसूचना से सलग्न अनुसूची में विनिर्दिष्ट भूमि का अर्जन करने के अपने आशय की सूचना दी थी,

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 8 के अन्वय में पहली रिपोर्ट केन्द्रीय सरकार को दे दी है,

और केन्द्रीय सरकार का, पूर्वोक्त रिपोर्ट पर विचार करने और बिहार सरकार से परामर्श करने के पश्चात् यह समाधान हो गया है कि इससे सलग्न अनुसूची में वर्णित 3500 00 एकड़ (लगभग) या 1416 38 हेक्टर (लगभग) माप की भूमि का अर्जन किया जाना चाहिए,

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त अनुसूची में वर्णित 3500 00 एकड़ (लगभग) या 1416.38 हेक्टर (लगभग) माप की भूमि का अर्जन किया जाता है।

इस अधिसूचना के अधीन प्राप्त बाल क्षेत्र कच्चाक का निरीक्षण उपायुक्त हजारी बाग (बिहार) के कार्यालय में या कोयला नियंत्रक 1, कार्जिल हाउस, स्ट्रीट, कलकत्ता-1 के कार्यालय में या सेंट्रल कोलफील्ड्स लिमिटेड (राजस्व अनुभाग) दरभंगा हाउस रांची (बिहार) के कार्यालय में किया जा सकता है।

1312 G1, 81 5

अनुसूची

पिपरीर ब्लॉक

(उत्तरी करतपुरा कोयला क्षेत्र)

ब्राह्म सं. राजस्व 94/80

तारीख 4-10-80 (जिसमें

अर्जित की गई भूमि दर्शित

की गई है।

सभी अधिकार

क्र.सं. ग्राम	थाना	थाना सं.	जिला क्षेत्र	टिप्पणियाँ
			एकड़	
1	किच्छो	टडवा	78	हजारी 712 00 भाग
2	पिपरीर			या
	मगरडाहा		80	509 50 भाग
3.	विजैन		83	28.25 भाग
4	कुटुकी		95	65 75 भाग
5	वेटी		97	2184 60 भाग
कुल क्षेत्रफल		3500 00	एकड़ (लगभग)	
या		1416 38	हेक्टर (लगभग)	

ग्राम किच्छो में अर्जित किए गए प्लॉट संख्याक.—

1 (भाग), 8(भाग), 9 से 30, 31 (भाग), 166(भाग), 170(भाग), 171(भाग), 172, 173, 174, 175 (भाग), 177(भाग), 178 से 202, 203(भाग), 204 से 221, 222(भाग), 225(भाग), 226(भाग), 227(भाग), 242 (भाग), 243(भाग), 244(भाग), 245, 306(भाग), 307 से 319, 320(भाग), 325(भाग), 326, 327, 328, 329 (भाग), 537(भाग), 558(भाग), 559(भाग), 560 से 564, 565(भाग), 566 से 632, 633(भाग), 634 से 642, 643(भाग), 644 से 647, 648(भाग), 649 से 652, 653(भाग), 661, 662 (भाग), 663(भाग), 667, 668

पिपरीर या मगरडाहा ग्राम में अर्जित किए गए प्लॉट संख्याक .—

2(भाग), 3 से 13, 14(भाग), 15 (भाग), 22(भाग), 23 से 379 तक।

विजैन ग्राम में अर्जित किए गए प्लॉट संख्याक.—

278(भाग) और 279(भाग)।

कुटुकीग्राम में अर्जित किए गए प्लॉट संख्याक —

253(भाग), 254(भाग), 264 (भाग), 266(भाग), 267(भाग), 268(भाग), 442(भाग), और 443(भाग)

बेंटी ग्राम में अर्जित किए गए प्लॉट संख्यांक:

9(भाग), 19(भाग), 20(भाग), 21(भाग), 22 से 28, 33(भाग), 34(भाग), 36(भाग), 37 से 44, 45 (भाग) 46 से 51, 52 (भाग), 53 से 71(भाग), 73 से 137, 138(भाग), 139 से 153, 154 (भाग) 157 (भाग), 158(भाग), 170(भाग), 171, 172, 173, 174(भाग), 175(भाग), 177 (भाग), 178 (भाग), 179 से 193, 194(भाग), 195(भाग), 196(भाग), 197 से 205, 206 (भाग), 207, से 646, 647(भाग), 648(भाग) 1208, 1209(भाग), 1211(भाग), 1219 (भाग), 1220(भाग), 1221(भाग), 1222 से 1479, 1593 (भाग), 1594, 1595, 1596(भाग), 1610 (भाग), 1611 (भाग), (भाग), 1613 और 1614 ।

सीमा वर्णन.

क—ख रेखा कुटकी ग्राम के प्लॉट संख्यांक 253, 254, 264, 266, 267, 268, 442, 443 से होकर फिर बेंटी ग्राम के प्लॉट संख्यांक 1209, 1211, 1121, 1220, 1219 से होकर जाती है और बिन्दु 'ख' पर मिलती है ।

ग रेखा दामोदर नदी की भागत: मध्य रेखा जो हजारी बाग के साथ साथ जाती है (जो रांची और हजारी बाग जिलों की भागत: सम्मिलित सीमा बनाती है) और बिन्दु "ग" पर मिलती है ।

घ—घ रेखा दामोदर नदी की भागत: मध्य रेखा के साथ साथ जाती है (जो पिपवार या मंगरडाहा और ब्रधरा किछो और ब्रधरा तथा किछो और कारगारा ग्रामों की भागत: सम्मिलित सीमा के साथ साथ जाती है और बिन्दु "घ" पर मिलती है ।

ध—ड रेखा किछो ग्राम के प्लॉट सं० 663, 662, 653, 648, 643, 633, 537, 558, 559, 565, 320, 325, 329, 306, 227, 225, 222, 203, 242, 243, 244, 177, 175, 166, 171, 170, 318, 1 से होकर फिर पिपवार या मंगरडाहा ग्राम प्लॉट सं० 22, 14, 15, 2 से होकर, फिर बिजैन ग्राम के प्लॉट सं० 278 और 279 से होकर जाती है और बिन्दु "घ" पर मिलती है ।

रेखा बिजैन ग्राम के प्लॉट सं० 279 से होकर, फिर बेंटी ग्राम के प्लॉट सं० 647, 9, 52, 19, 36, 34, 33, 45, 19, 21, 20, 19, 72, 138, 154, 157, 158, 178, 177, 175, 174, 170, 194, 195, 196, 1593, 1596, 206, 1611, 1610 में होकर जाती है और प्रारंभिक बिन्दु "क" पर मिलती है ।

[सं० 19/64/80-सी०एल०]

स्वर्ण सिंह, अवर सचिव

New Delhi, the 17th February, 1982

S.O.761—Whereas by the notification of the Government of India in the then Ministry of Steel, Mines and Coal (Department of Coal), No. S.O. 214 (E), dated the 27th March, 1980 under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notices of its intention to acquire the lands specified in the Schedule appended to that notification;

And Whereas the competent authority in pursuance of section 8 of the said Act has made his report to the Central Government;

And whereas the Central Government, after considering the report aforesaid, and after consulting the Government of Bihar, is satisfied that the lands measuring 3500.00 acres (approximately) or 1416.38 hectares (approximately) described in the Schedule appended hereto should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the said Act, the Central Government hereby declares that the lands measuring 3500.00 acres (approximately) or 1416.38 hectares (approximately) described in the said Schedule are hereby acquired.

The plan of the area covered by this notification may be inspected in the Office of the Deputy Commissioner, Hazaribagh (Bihar) or in the Office of the Coal Controller, I, Council House Street, Calcutta-I, or in the Office of the Central Coalfields limited (Revenue Section), Darbhanga house Ranchi (Bihar).

SCHEDULE

Piparwar Block

(North Karanpura Coal Fields)

Drg. No. Rev/94/80

Dt. 4/10/80

(Showing lands acquired)

All Rights

Sl. Village No.	Thana	Thana No.	Dist.	Area in acres	Remarks
1. Kichto	Tandwa	78	Hazaribagh	712.00	Part
2. Piparwar or Mangardaha	"	80	"	509.50	—do—
3. Bijain	"	83	"	28.25	—do—
4. Kutki	"	95	"	65.75	—do—
5. Benti	"	97	"	2184.50	—do—
Total Area:				3500.00 Acres (Approx.)	
				or 1416.38 Hectares (Approx.)	

Plot number, acquired in village Kichto:

1(part), 8 (part), 9 to 30, 31(part), 166(part), 170(part), 171(part), 172, 173, 174, 175(part), 177(part), 178 to 202, 203 (part), 204 to 221, 222(part), 225(Part), 226, 227(Part), 242(Part), 243(Part), 244(Part), 245, 306(Part), 307 to 319, 320(Part), 325(Part), 326, 327, 328 329(Part), 537(Part), 558(Part), 559 (Part), 560 to 564, 565(Part), 566 to 632, 633(Part), 634 to 642, 643 (Part), 644 to 647, 648(Part) 649 to 652, 653 (Part), 651, 662(Part), 663(Part), 667, 668

Plot numbers—acquired in village Piparwar or Mangardaha:

2(Part), 3 to 13, 14(Part), 15(Part), 22(Part), 23 to 379.

Plot numbers acquired in village Bijain:

278 (Part), and 279(Part).

Plot numbers acquired in village Kutki:

253(Part), 254(Part), 264(Part), 266(Part), 267(Part), 268 (Part), 442(Part), and 443 (Part).

Plot numbers acquired in village Benti:—

9(Part), 19(Part), 20(Part), 21(Part), 22 to 28, 33(Part), 34(Part), 36(Part), 37 to 44, 45(Part), 46 to 51, 52(Part), 53 to 71, 72(Part), 73 to 137, 138(Part), 139 to 153, 154(Part) 157(Part), 158(Part), 170(Part), 171, 172, 173, 174(Part), 175(Part), 177 (Part), 178(Part), 179 to 193, 194, 195(Part), 196(Part), 197 to 205, 206(Part), 207 to 646, 647(Part), 648 to 1208, 1209(Part) 1211(Part), 1219(Part), 1220(Part), 1221(Part), 1222 to 1479, 1593(Part), 1594, 1595, 1596(Part), 1610(Part), 1611(Part), 1613 and 1614.

Boundary Description:

- A—B line passes through plot nos. 253, 254, 264, 266, 267, 268, 442, 443, in village Kutki, then through plot nos 1209, 1211, 1221, 1220 1219, in village Benti and meets at point 'B'.
- B—C line passes along part central line of River Damodar (which part common boundary of District Ranchi and Hazaribagh) and meets at point 'C'.
- C—D line passes part along central line of River Damodar (which from part common boundary of villages Piparwar or Mangardaha and Bechra, Kichto & Bochra and Kichto & Koregara) and meets at Point 'D'.
- D—F line passes through plot nos. 663, 662, 653, 648, 643, 633, 537, 558, 559, 565, 320, 325, 329, 306, 227, 225, 222, 203, 242, 243, 244, 177, 175, 166, 171, 170, 31, 8, 1 in village Kichto, then through plot nos. 22, 14, 15, 2 in village Piparwar or Mangardaha, then through plot nos. 278 and 279 in village Bijain and meets at point 'E'.
- E—A line passes through plot nos. 279 in village Bijain then through plot nos. 647, 9, 52, 19, 36, 34, 33, 45, 19, 21, 19, 72, 138, 154, 157, 158, 178, 177, 175, 174, 170, 194, 195, 196, 1593, 1596, 206, 1611, 1610 in village Benti and meets at starting point 'A'.

[No 19/64/80-CL]

SWARAN SINGH, Under Secy

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 21 दिसम्बर, 1981

का.आ. 762—दन्त चिकित्सा अधिनियम, 1948 (1918 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय दन्तचिकित्सा परिषद् से परामर्श करने के पश्चात् उक्त अधिनियम की अनुसूची में निम्नलिखित संशोधन करती है, अर्थात् —

उक्त अनुसूची के भाग-1 में मैसूर विश्वविद्यालय के गवर्नर में क्रम संख्या 15 के तहत "बैचलर आफ डेंटल सर्जरी-बी०डी०एम० मैसूर" की प्रविष्टि के

पश्चात् निम्नलिखित प्रविष्टि प्रतिस्थापित की जाएगी, अर्थात्

"मास्टर आफ डेंटल सर्जरीएम० डी० एम० (अप्रेंटिज डेंटिस्टरी)

(अप्रेंटिज), मैसूर"

[सं० वी० 12017/4/81-पी० एम० एस०]

एन० ए० सुब्रह्मण्य, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

New Delhi, the 21st December, 1981

S.O. 762.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consulting the Dental Council of India, hereby makes the following amendment in the Schedule to the said Act, namely :—

In part I of the said Schedule against serial No. 15 relating to the Mysore University, after the entry "Bachelor of Dental Surgery—B.D.S. Mysore", the following entry shall be inserted, namely :—

"Master of Dental Surgery.....M.D.S. (Operative), Mysore".

(Operative Dentistry)

[No. V-12017/4/81-PMS]

N. A. SUBRAMONEY, Under Secy.

ग्रामीण विकास मंत्रालय

नई दिल्ली, 3 फरवरी, 1982

का.आ. 763.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 के नियम 10 के उप नियम (4) के अनुसरण में ग्रामीण पुर्नर्माण मंत्रालय के अधीन निम्नलिखित कार्यालयों की, जिसके कर्मचारी बृन्द ने हिन्दी में हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

1. विपणन एवं निरीक्षण निदेशालय, उप कार्यालय, बोरिंग रोड, पटना (बिहार)
2. विपणन एवं निरीक्षण निदेशालय, उप कार्यालय, 108, माल एवेन्यू, लखनऊ (उ.प्र.)
3. विपणन एवं निरीक्षण निदेशालय, उप कार्यालय, मोजवीर, वाराणसी-2 (उ.प्र.)
4. विपणन एवं निरीक्षण निदेशालय, क्षेत्रीय एगमार्क प्रयोगशाला, कल्याणपुर, कानपुर (उ.प्र.)
5. विपणन एवं निरीक्षण निदेशालय, उप कार्यालय, 113/161-स्वरूप नगर, कानपुर (उत्तर प्रदेश)
6. विपणन एवं निरीक्षण निदेशालय, क्षेत्रीय एगमार्क प्रयोगशाला, केन्द्रीय सरकार कार्यालय भवन, गाजियाबाद-210001 (उत्तर प्रदेश)

[संख्या ई. 11011(2)-81-हिन्दी]

अनुल सिन्हा, उप सचिव

MINISTRY OF RURAL DEVELOPMENT

New Delhi, the 3rd February, 1982

SO 763.—In pursuance of sub-rule (4) of rule 10 of the Official Languages (use for Official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices under the administrative control of the Ministry of Rural Development, the staff whereof have acquired the working knowledge of Hindi .—

- 1 Directorate of Marketing & Inspection Sub-Office, Boiling Road, Patna (Bihar)
- 2 Directorate of Marketing & Inspection Sub-office, 108, Mall Avenue, Lucknow (U P)

- 3 Directorate of Marketing & Inspection, Sub office, Bhojpur, Varanasi-2 (U P)
- 4 Directorate of Marketing & Inspection, Regional Agmark Laboratory, Kalyanpur, Kanpur (U P)
- 5 Directorate of Marketing & Inspection, Sub office, 113/161, Swanup Nagar Kanpur (U P)
- 6 Directorate of Marketing & Inspection, Regional Laboratory, Central Govt Office Building Ghaziaabad-210001 (U P)

[No F 11011/2/81 Hindi]
ATUL SINHA, Deputy Secy

नई दिल्ली, 11 फरवरी 1982

का० आ० 764—मिर्च, श्रेणीकरण और चिह्नानुक्रम नियम 1962 से संशोधित करने के लिए नियमों का एक प्राव्य कृषि उपज (श्रेणीकरण और चिह्नानुक्रम) अधिनियम, 1937 (1937 का 1) की धारा 3 द्वारा यथा अपेक्षित भारत सरकार व ग्रामीण पुनर्निर्माण मंत्रालय की अधिसूचना का० आ० 2369, तारीख 31 जुलाई, 1980 के अधीन भारत के राजपत्र, भाग 2 खंड 3 उप-खंड (II) तारीख 13 सितम्बर 1980 के पृष्ठ 3157 से 3158 पर प्रकाशित किया गया था, जिसमें उस तारीख से, जिसका उक्त अधिसूचना वाले राजपत्र की प्रतियां जनता को उपलब्ध करा दी जाती हैं वैतालिम दिन की अवधि की समाप्ति पर उन सभी व्यक्तियों से आक्षेप और सुझाव मांगे गए थे, जिनके उससे प्रभावित होने की सम्भावना थी।

और उक्त राजपत्र 4 अक्टूबर 1980 को जनता को उपलब्ध करा दिया गया था

और केन्द्रीय सरकार ने जनता से प्राप्त आक्षेपों और सुझावों पर विचार कर लिया है

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मिर्च (श्रेणीकरण और चिह्नानुक्रम) नियम 1962 का 91 और संशोधन करने के लिए निम्नलिखित नियम बनाती है अर्थात् —

1 संक्षिप्त नाम और प्रारम्भ (1) इन नियमों का संक्षिप्त नाम मिर्च (श्रेणीकरण और चिह्नानुक्रम) (संशोधन) नियम 1982 है।

(2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

1 1970 से संशोधित किया गया है।

मिर्च श्रेणीकरण और चिह्नानुक्रम नियम, 1962 में —

(1) अनुसूची 1 में श्रेणी अभिधान 'एम एफ' और उसमें संबंधित प्रविष्टियों के पश्चात् निम्नलिखित श्रेणी अभिधान और उसमें संबंधित प्रविष्टियां अस्त, स्थापित की जाएगी

विशेष लक्षण

सामान्य लक्षण

श्रेणी अभिधान	व्यापार नाम	सम्बन्धी सं०मी० में	रंग	सहस्रता की अधिकतम सीमा						
				विच्छन्द और विवरण फलिया	ठोला रहित फलिया	समी	खुले बीज	बाह्य पदार्थ	टंगी हुई मिर्च	
1	2	3	4	5	6	7	8	9	10	11
अभिविष्ट (एम० एफ०)	समम (एम० एम०)	--	--	--	--	11.5 प्रतिशत	--	5 प्रतिशत	--	(क) बैंगियक एम० एल० जाति का सूखा पत्र फल हामी।
										(ख) उनका आकार डार और बीज सामान्य किस्म के होंगे।
										(ग) फफूंदी और कीटाणु से मुक्त होंगी और अच्छी दशा में होंगी तथा

1	2	3	4	5	6	7	8	9	10	11
										मानव उपभोग के योग्य होगी ;
										(घ) चातु वर्ष की फसल की होंगी तथा बाह्य रजक पदार्थ, तेल तथा अन्य हानिप्रद पदार्थों से मुक्त होगी ।

इस श्रेणी की पैकिंग की क्वालिटी को विनिर्दिष्ट करने वाले फॉर्म के आदेश के सत्यापन के पश्चात्, अनुज्ञा दी जाएगी । परिमाणान्तरक अवधारण का आधार सभी अवधारणों और प्रतिशतताओं की गणना प्रतिनिधि नमूनों के कुल भार के आधार पर की जाएगी ।

बाहरी पदार्थ : सभी बाहरी पदार्थ, जिनके अन्तर्गत केलिकम के टुकड़े और रस्य डबल भी हैं, बाहरी पदार्थ माने जायेंगे ।

नमी : आकस्मिक त्रुटियों के लिए आर्द्रता तत्व में 0.5 प्रतिशत की सहायता 11.5 प्रतिशत से अधिक अनुज्ञात की जाएगी ।

(2) अनुसूची 2 में श्रेणी अधिधान 'एम०जी०' उससे संबंधित प्रविष्टियों के पश्चात् निम्नलिखित श्रेणी अधिधान और प्रविष्टियाँ अंतःस्थापित की जाएंगी —

1	2	3	4	5	6	7	8	9	10	11
अतिनिर्दिष्ट (एम०एम०)	सम (एम० एस०)	—	—	—	—	11.5 प्रतिशत	—	5.0 प्रतिशत	—	(क) कैसिकम एनम् एल० जानि का सूखा पका फल होगी ;
										(ख) उनका आकार जार और बीज सामान्य किस्म के होंगे ;
										(ग) फफूंदी और कीटाणु में मुक्त होगी और अच्छी वशा में होगी तथा मानव उपभोग के योग्य होगी ।
										(घ) चातु वर्ष की फसल की होगी तथा बाह्य रजक पदार्थ, तेल तथा अन्य हानिप्रद पदार्थों से मुक्त होगी ।

इस श्रेणी की पैकिंग की क्वालिटी को विनिर्दिष्ट करने वाले फॉर्म के आदेश के सत्यापन के पश्चात्, अनुज्ञा दी जाएगी । परिमाणान्तरक अवधारण का आधार सभी अवधारणों और प्रतिशतताओं की गणना प्रतिनिधि नमूनों के कुल भार के आधार पर की जाएगी ।

बाहरी पदार्थ : सभी बाहरी पदार्थ, जिनके अन्तर्गत केलिकम के टुकड़े और रस्य डबल भी हैं, बाहरी पदार्थ माने जायेंगे ।

नमी : आकस्मिक त्रुटियों के लिए आर्द्रता तत्व में 0.5 प्रतिशत की सहायता 11.5 प्रतिशत से अधिक अनुज्ञात की जाएगी ।

(3) अनुसूची 3 में, श्रेणी अधिधान 'एम०जी०' और उससे संबंधित प्रविष्टियों के पश्चात् निम्नलिखित श्रेणी अधिधान और उसकी प्रविष्टियाँ अंतःस्थापित की जाएंगी :—

1	2	3	4	5	6	7	8	9	10	11
अतिनिर्दिष्ट (एम०एस०)	मुहें (एम० एस०)	—	—	—	—	11.5 प्रति०	—	5 प्रति०	—	(क) कैसिकम एनम् एल० जानि का सूखा पका फल होगी ;
										(ख) उनका आकार जार और बीज सामान्य किस्म के होंगे ;
										(ग) फफूंदी और कीटाणु से मुक्त होगी और अच्छी वशा में होगी तथा मानव उपभोग के योग्य होगी ।

1	2	3	4	5	6	7	8	9	10	11
										(घ) चासू वर्ष की फसल की होगी तथा बाह्य रजक पदार्थ, तेल तथा अन्य हानिप्रद पदार्थों से मुक्त होगी।

*इस श्रेणी की पैकिंग की क्वालिटी को विनिर्दिष्ट करने वाले फर्म के आदेश के सत्यापन के पश्चात्, अनुज्ञा दी जायेगी। परिमाणान्तरक अवधारण का आधार : सभी अवधारणों और प्रतिशतनाशों की गणना प्रतिनिधि नमूनों के कुल भार के आधार पर की जायेगी।

बाहरी पदार्थ : सभी बाहरी पदार्थ, जिनके अंतर्गत केल्क्स के टुकड़े और रस ड्रॉल भी है, बाहरी पदार्थ माने जायेंगे।

नमी : आकस्मिक त्रुटियों के लिए आर्द्रता तत्त्व में 0.5 प्रतिशत की सहायता 11.5 प्रतिशत से अधिक अनुज्ञा की जाएगी।

(4) अनुसूची 4 में, श्रेणी अधिधान "आर०जी०" और उससे संबंधित प्रविष्टियों के पश्चात् निम्नलिखित श्रेणी अधिधान और उनकी प्रविष्टियां अन्तःस्थापित की जायेगी,—

1	2	3	4	5	6	7	8	9	10	11
अविनिर्दिष्ट (एन०एस०)*	रारी (एन०एस०)	—	—	—	—	11.5 प्रति०	—	—	5 प्रति०	(क) कैल्क्स एनम एल० जाति का सूखा पका फल होंगे ; (ख) उनका आकार आर और बीज सामान्य किस्म के होंगे ; (ग) फकंदी और कीटाणु से मुक्त होंगी और अच्छी बशा में होंगी तथा मानव उपभोग के योग्य होंगी ; (घ) चासू वर्ष की फसल की होगी तथा बाह्य रजक पदार्थ, तेल तथा अन्य हानिप्रद पदार्थों से मुक्त होगी।

*इस श्रेणी की पैकिंग की क्वालिटी को विनिर्दिष्ट करने वाले फर्म के आदेश के सत्यापन के पश्चात्, अनुज्ञा दी जायेगी। परिमाणान्तरक अवधारण का आधार : सभी अवधारणों और प्रतिशतनाशों की गणना प्रतिनिधि नमूनों के कुल भार के आधार पर की जायेगी।

बाहरी पदार्थ : सभी बाहरी पदार्थ, जिनके अंतर्गत केल्क्स के टुकड़े और रस ड्रॉल भी है, बाहरी पदार्थ माने जायेंगे।

नमी : आकस्मिक त्रुटियों के लिए आर्द्रता तत्त्व में 0.5 प्रतिशत की सहायता 11.5 प्रतिशत की अधिक अनुज्ञा की जाएगी।

(5) अनुसूची 5 में, श्रेणी अधिधान "जी०जी०" और उससे संबंधित प्रविष्टियों के पश्चात् निम्नलिखित श्रेणी अधिधान और उनकी प्रविष्टियां अन्तःस्थापित की जाएगी,—

1	2	3	4	5	6	7	8	9	10	11
अविनिर्दिष्ट (एन०एस०)*	गोमपुरिया (एन०एस०)	—	—	—	—	11.5 प्रति०	—	5 प्रति०	—	(क) कैल्क्स एनम एल० जाति का सूखा पका फल होंगे ; (ख) उनका आकार आर और बीज सामान्य किस्म के होंगे ; (ग) फकंदी और कीटाणु से मुक्त होंगी और अच्छी बशा में होंगी तथा मानव उपभोग के योग्य होंगी ; (घ) चासू वर्ष की फसल की होगी तथा बाह्य रजक पदार्थ, तेल तथा अन्य हानिप्रद पदार्थों से मुक्त होगी।

*इस श्रेणी की पैकिंग की क्वालिटी को विनिर्दिष्ट करने वाले फर्म के आदेश के सत्यापन के पश्चात्, अनुज्ञा दी जायेगी।

परिमाणान्तरक अवधारण का आधार : सभी अवधारणों और प्रतिशतनाशों की गणना प्रतिनिधि नमूनों के कुल भार के आधार पर की जायेगी।

बाहरी पदार्थ : सभी बाहरी पदार्थ जिनके अंतर्गत केल्क्स के टुकड़े और रस ड्रॉल भी है, बाहरी पदार्थ माने जायेंगे।

नमी : आकस्मिक त्रुटियों के लिए आर्द्रता तत्त्व में 0.5 प्रतिशत की सहायता 11.5 प्रतिशत से अधिक अनुज्ञा की जायेगी।

अनुसूची 5-अ में श्रेणी अभिधान "केसर" और उससे संबंधित प्रविष्टियाँ के पश्चात् निम्नलिखित श्रेणी अभिधान और उसकी प्रविष्टियाँ अंतर्स्थापित की जायेगी—

विशेष लक्षण

श्रेणी अभिधान	रंग	वजन द्वारा प्रतिशतता की अधिकतम सीमा						सामान्य वजन
		विच्छन्न और विवर्ण फनिया	डठल रहित फनिया	नमी	शल्य बीज	बाहरी पदार्थ	टूटी हुई मिर्च	
1	2	3	4	5	6	7	8	9
अविनिर्दिष्ट (एन०एस०)*				11.5 प्रति०		5.00 प्रति०		मिर्च (क) कैल्सिकम एनम एल० जार्नि का सूखा पका फल होगी। (ख) उसके आकार, रंग, लम्बाई आदि और बीज सामान्य किस्म के होंगे। (ग) वृक्षमान फफूदी या कीटाणु से मुक्त होगी तथा अच्छी दशा में और मानव उपभोग के योग्य होंगे। (घ) चालू वर्ष की फसल की होगी तथा बाहरी पदार्थ, तल तथा अन्य अतिप्रद पदार्थों से मुक्त होगी। (ङ) प्रत्येक व्ययक्तिक परेखण में एकमात्र रंग होगा और वह रंग परेखण के अंदर के प्रत्येक बोरे का भिन्न नहीं होगा।

* इस श्रेणी को क्वालिटी विनिर्दिष्ट करने वाले व्यापार आदेश के सत्यापन के पश्चात् पैक करने दिया जायेगा।

किस्म श्रेणी अभिधान लेबल पर, किस्म का नाम पुथक रूप से स्टाम्पित किया जायेगा।

बाहरी पदार्थ सभी बाहरी पदार्थ, जिनके अंतर्गत मिट्टी के टुकड़े और शल्य डठल भी हैं, बाहरी पदार्थ माने जायेंगे।

नमी—आर्द्रता तत्व के लिए 0.5 प्रतिशत की सहमता अनुज्ञात की जायेगी।

अनुसूची 5-अ में, श्रेणी अभिधान "साधारण मिर्च (डठल रहित)" और उनसे संबंधित प्रविष्टियों के पश्चात् निम्नलिखित श्रेणी अभिधान और उसकी प्रविष्टियाँ अंतर्स्थापित की जाएँगी—

श्रेणी अभिधान	व्यापार का नाम	डठल सहित फनिया	कैल्सिकम सहित फनिया	नमी	विशेष लक्षण		सामान्य लक्षण
					सह्यता की अधिकतम सीमा		
					गल्लू बीज	बाहरी पदार्थ	
1	2	3	4	5	6	7	8
अविनिर्दिष्ट (एन०एस०)*	डठल रहित मिर्च (एन०एस०)			11 0 प्रति०		5.00 प्रति०	मिर्च (क) कैल्सिकम एनम एल० जार्नि का सूखा पका फल होगा । (ख) वृक्षमान फफूदी या कीटाणु से मुक्त होगी और अच्छी दशा में होगी तथा मानव उपभोग के योग्य होगी , और (ग) एक वर्ष की फसल की होगी तथा बाह्य रजक पदार्थ, तल तथा और अतिप्रद पदार्थों से मुक्त होगी ।

* इस श्रेणी को परिमाण विनिर्दिष्ट करने वाले व्यापार आदेश के सत्यापन के पश्चात् पैक करने दिया जायेगा।

बाहरी पदार्थ—सभी बाहरी पदार्थ जिनके अंतर्गत कैल्सिकम के टुकड़े और शल्य डठल भी हैं बाहरी पदार्थ माना जायेगा।

नमी—आर्द्रता तत्व के लिए उपर्युक्त अनुज्ञात सीमा से अधिक 0.5 प्रतिशत की सहमता और अनुज्ञात की जाएगी।

डठल रहित मिर्चों में वे मिर्चें अभिप्रेत हैं जिनमें से कैल्सिकम सहित डठल निकाल दिए जाते हैं।

(8) अनुसूची 5-ग में, श्रेणी अभिधान "साधारण मिर्च (कनिन)" और उनसे संबंधित प्रविष्टियों के पश्चात् निम्नलिखित श्रेणी अभिधान और उनकी प्रविष्टियाँ अतः स्थापित की जाएगी—

श्रेणी अभिधान	व्यापार का नाम	डटल सहित फलिया	नमी	विशेष लक्षण		सामान्य लक्षण
				सहमता की अधिकतम सीमा		
				खुले बीज	बाह्य पदार्थ	
1	2	3	4	5	6	7
अविनिर्दिष्ट	कनिन मिर्चें	—	11.00 प्रति०	5.00 प्रति	मिर्चें	(क) कैल्सिकम एसम एल० जाति का सूखा फल होंगी । (ख) दृश्यमान कफूदी या कीटाणु से मुक्त होंगी और अच्छी बसा में होंगी तथा मानव उपभोग के योग्य होंगी । (ग) एक वर्ष की फसल की होंगी और बाह्य रजक पदार्थ, तेल और किसी अन्य हानिप्रद पदार्थ से मुक्त होंगी ।

इस श्रेणी को परिमाण विनिर्दिष्ट करने वाले व्यापार आदेश के मर्यापन के पश्चात् पैक करने दिया जाएगा।

बाहरी पदार्थ: सभी बाहरी पदार्थ जिनके अंतर्गत कैल्सिकम के टुकड़े और शल्थ डठल भी है, बाहरी पदार्थ माना जाएगा।

नमी: भारिता तत्व के लिए उपर्युक्त अनुबद्ध सीमा से अधिक की सहमता और अनुज्ञात की जाएगी।

डठल रहित मिर्चों से वे मिर्चें अभिप्रेत हैं जिनमें से कैल्सिकम सहित डठल निकाल दिए जाने हैं।

कनिन मिर्चों से वे मिर्चें अभिप्रेत हैं जिनमें बहुत नीचे के डठल काट दिए गए हैं परन्तु उनमें कैल्सिकम है।

[सं० 13-9/76-ग०एम०]

बी०पी० चाबला, उप सचिव

New Delhi, the 11th February, 1982

S. O. 764.—Whereas certain draft rules to amend the Chillies Grading and Marking Rules 1962 were published as required by Section 3 of the Agricultural Produce (Grading and Marking) Act 1937 (1 of 1937), under the notification of the Government of India Ministry of Rural Reconstruction, S. O. 2369 dated the 31st July, 1980 at pages 3157 to 3158 in the Gazette of India Part II Section 3 Sub-section (ii), dated the 13th September, 1980 inviting objections and suggestions from all persons likely to be affected thereby, till the expiry of the period of 45 days from the date on which the copies of the Gazette containing the said notification are made available to the public;

And whereas the said Gazette was made available to the public on the 4th October, 1980;

And whereas the objections and suggestions received from the public have been considered by the Central Government;

Now, therefore, in exercise of the powers conferred by Section 3 of the said Act, the Central Government hereby makes the following rules to amend the Chillies Grading and Marking Rules, 1962, namely:

RULES

(1) These rules may be called the Chillies Grading and Marking (Amendment) Rules, 1982.

(2) They shall come into force on the date these are published in the Official Gazette.

1. Amended in 1970

2. In the Chillies Grading and Marking Rules, 1962:—

(1) In the Schedule I, after the Grade designation, "SF" and the entries relating thereto, the following Grade designation and the entries relating thereto shall be inserted:—

Grade Designation	Trade Name	Special Characteristics									General Characteristics
		Length in cm.	Colour	Maximum limits of tolerance							
				Damaged and discoloured pods	Pods without stalk	Moisture	Loose seed	Foreign matter	Broken chillies		
1	2	3	4	5	6	7	8	9	10	11	
Non-specified (N.S.)*	Sannam N.S.	..	..	..	..	11.5%	..	5.00%	..	Chillies shall
										(a) be the dried ripe fruits belonging to the species <i>Capsicum annum</i> ;	
										(b) have shape, pungency and seed contents normal to the variety;	
										(c) be free from mould or insect damage and be in sound condition and fit for human consumption;	
										(d) be current year's crop and shall be free from extraneous colouring matter, oil and other harmful substances.	

*This grade will be permitted for packing after verification of the firm order specifying the quality.

Basis of quantitative determination : All determinations and percentages shall be reckoned on the basis of the total weight of representative samples.

Foreign matter : All extraneous matter including calyx pieces and loose stalks will be treated as foreign matter.

Moisture : For accidental errors, a tolerance of 0.5 per cent for moisture content will be allowed over and above 11.5 per cent only.

(2) In the Schedule II, after the Grade designation "S.G." and entries relating thereto, the following Grade designation and entries thereto shall be inserted.—

Grade Designation	Trade Name	Special Characteristics									General Characteristics
		Length in cm.	Colour	Maximum limit of tolerance							
				Damaged and dis-coloured pods	Pods without stalk	Moisture	Loose seed	Foreign matter	Broken chillies		
1	2	3	4	5	6	7	8	9	10	11	
Non-specified (N.S.)*	Sannam N.S.	..	..	..	..	11.5%	..	5.00%	..	Chillies shall (a) be the dried ripe fruits belonging to the species <i>Capsicum annum</i> L.; (b) have shape, pungency and seed contents normal to the variety; (c) be free from mould or insect damage and be in sound condition and fit for human consumption;

(d) be current year's crop and shall be free from extraneous colouring matter, oil and other harmful substances.

*This grade will be permitted for packing after verification of the firm order specifying the quality.

Basis of quantitative determination : All determinations and percentages shall be reckoned on the basis of the total weight of representative samples.

Foreign Matter : All extraneous matter including calyx pieces and loose stalks will be treated as foreign matter.

Moisture : For accidental errors, a tolerance of 0.5 per cent for moisture content will be allowed over and above 11.5 per cent only.

(3) In the Schedule III, after the Grade designation "M.G." and entries relating thereto, the following Grade designation and entries thereto shall be inserted.

Grade Designation	Trade Name	Special Characteristics								General Characteristics
		Length in cm.	Colour	Maximum limits of tolerance						
				Damaged and discoloured pods	Pods without stalk	Mois- ture	Loose seed	Foreign matter	Broken chillies	
1	2	3	4	5	6	7	8	9	10	11
Non-specified (N.S.)*	Mundu N.S.	..	..	..	..	11.5%	..	5.00%	..	Chillies shall (a) be the dried ripe fruits belonging to the spe- cies <i>Capsicum Annu- um</i> L.; (b) have shape pungency and seed contents nor- mal to the variety; (c) be free from mould or insect damage and be in sound condition and fit for human con- sumption; (d) be current year's crop and shall be free from extraneous colouring matter, oil and other harmful substances.

*This grade will be permitted for packing after verification of the firm order specifying the quality.

Basis of quantitative determination : All determinations and percentages shall be reckoned on the basis of the total weight of representative samples.

Foreign matter : All extraneous matter including calyx pieces and loose stalks will be treated as foreign matter.

Moisture : For accidental errors, a tolerance of 0.5 per cent for moisture content will be allowed over and above 11.5 per cent only.

(4) In the Schedule IV, after the Grade designation, "R.G.", and entries relating thereto, the following grade, designation and entries thereto shall be inserted.—

Section 1 Characteristics										
Grade Designation	Trade Name	Length in cm.	Colour	Maximum limits of tolerance						General Characteristics
				Damaged and discoloured pods	Pods without stalk	Moisture	Loose seed	Foreign matter	Broken chillies	
1	2	3	4	5	6	7	8	9	10	11
Non-specified (N.S.)*	Rari N.S	..	..			11.5%	..	5.00%	..	Chillies shall (a) be the dried ripe fruits belonging to the species <i>Capsicum annum</i> L.; (b) have shape, pungency and seed contents normal to the variety; (c) be free from mould or insect damage and be in sound condition and fit for human consumption; (d) be current year's crop and shall be free from extraneous colouring matter, oil and other harmful substances.

*This grade will be permitted for packing after verification of the firm order specifying the quality.

Basis of quantitative determination : All determinations and percentages shall be reckoned on the basis of the total weight of representative samples.

Foreign Matter : All extraneous matter including calyx pieces and loose stalks will be treated as foreign matter

Moisture : For accidental errors, a tolerance of 0.5 per cent for moisture content will be allowed over and above 11.5 per cent only.

(5) In the Schedule V, after the Grade designation, "G.G." and entries relating thereto, the following Grade designation and entries thereto shall be inserted.—

Grade Designation	Trade Name	Special Characteristics								General Characteristics
		Length in cm.	Colour	Maximum limits of tolerance						
				Damaged and discoloured pods	Pods without stalk	Moisture	Loose seed	Foreign matter	Broken chillies	
1	2	3	4	5	6	7	8	9	10	11
Non-specified (N.S.)*	Gospurea N.S.	..	..	..	..	11.5%	..	5.00%	..	Chillies shall (a) be the dried ripe fruits belonging to the species <i>Capsicum annum</i> L.; (b) have shape, pungency and seed contents normal to the variety; (c) be free from mould or insect damage and

1	2	3	4	5	6	7	8	9	10	11
										be in sound condition and fit for human consumption;
										(d) be current year's crop and shall be free from extraneous colouring matter, oil and other harmful substances.

*This grade will be permitted for packing after verification of the firm order specifying the quality.

Basis of quantitative determination : All determinations and percentages shall be reckoned on the basis of the total weight of representative samples.

Foreign matter : All extraneous matter including calyx pieces and loose stalks will be treated as foreign matter.

Moisture : For accidental errors, a tolerance of 0.5 per cent for moisture content will be allowed over and above 11.5 per cent only.

(6) In the Schedule V-A, after the Grade designation "Fair" and entries relating thereto, the following Grade designation and entries thereto shall be inserted.—

Grade Designation	Colour	Special Characteristics						General Characteristics
		Maximum limits percentage by weight						
		Damaged and discoloured pods	Pods without stalk	Moisture	Loose seed	Foreign matter	Broken chillies	
1	2	3	4	5	6	7	8	9
Non-specified (N.S.)*	11.5%	..	5.00%	..	Chillies shall (a) be the dried ripe fruits belonging to the species <i>Capicum annuum</i> L.; (b) have the characteristic shape, colour, length, pungency and seed contents normal to the variety; (c) be free from visible mould or insects and be in sound condition and fit for human consumption; (d) be of current year's crop and free from extraneous colouring matter, oil and any other harmful substance; and (e) be of uniform colour in each individual consignment and that colour shall not vary from bag to bag within the consignment.

*This grade will be permitted for packing after verification of the firm order specifying the quality.

Variety: The name of the variety shall be separately stamped on the grade designation label.

Foreign matter: All extraneous matter including clay pieces and loose stalks will be treated as foreign matter.

Moisture: A tolerance of 0.5 per cent for moisture content will be allowed.

(7) In the Schedule V-B, after the Grade designation, "Chillies General (Stalkless)" and entries relating thereto the following Grade designation and entries thereto shall be inserted:—

Grade designation	Trade name	Pods with stalk	Pods with calyx	Moisture	Special Characteristics		General Characteristics
					Maximum limits of tolerance		
					Loose Seeds	Foreign matter	
Non-specified (N.S.).*	Chillies Stalkless (N.S.)	..	..	11.0%	..	5.00%	Chillies shall (a) be the dried ripe fruits belonging to the species <i>Capsicum annum</i> L.; (b) be free from visible mould or insects and be in sound condition and fit for human consumption; and (c) be of one year's crop and free from extraneous colouring matter, oil and any other harmful substance.

*This grade will be permitted for packing after verification of the firm order specifying the quantity.

Foreign matter:—All extraneous matter including calyx pieces and loose stalk will be treated as foreign matter.

Moisture: A tolerance of 0.5 per cent for moisture content will be allowed over and above the stipulated limit.

Stalkless chillies mean chillies from which the calyx together with the stalk are removed.

(8) In the Schedule V-C, after the grade designation "Chillies General (Clipped)" and entries relating thereto, the following Grade designation and entries thereto shall be inserted:—

Grade designation	Trade Name	Pods with Stalk	Moisture	Special Characteristics		General Characteristics
				Maximum limits of tolerance		
				Loose Seeds	Foreign matter	
1	2	3	4	5	6	7
Non-specified (N.S.)*	Clipped chillies N.S.	..	11.0%	..	5. %	Chillies shall (a) be the dried ripe fruits belonging to the species <i>Capsicum annum</i> L.; (b) be free from visible mould or insects and be in sound condition and fit for human consumption; (c) be of one year's crop and free from extraneous colouring matter, oils and any other harmful substance.

*This grade will be permitted for packing after verification of the firm order specifying the quality.

Foreign matter: All extraneous matter including calyx pieces and loose stalk will be treated as foreign matter.

Moisture : A tolerance of 0.5 per cent for moisture content will be allowed over and above the stipulated limit.

Clipped chillies mean chillies having the stalk clipped from the very base but having calyx.

नौवहन और परिवहन मंत्रालय

(नौवहन पक्ष)

नई दिल्ली, 11 फरवरी, 1982

MINISTRY OF SHIPPING AND TRANSPORT

(Shipping Wing)

New Delhi, the 11th February, 1982

MERCHANT SHIPPING

क्रि. आ. 765.—केंद्रीय सरकार, राष्ट्रीय नाविक कल्याण बोर्ड नियम, 1963 की धारा 3 और 4 के साथ पठित व्यापार नौवहन अधिनियम, 1958 (1958 का 44) की धारा 210 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इस मंत्रालय की समसंख्यक अधिसूचना दिनांक 9-12-81 के, जो 26-12-1981 के क्रि. आ. 3470 के रूप में प्रकाशित हुई थी, क्रम में निम्नलिखित को बोर्ड में सदस्य के रूप में शामिल करती है :—

1. श्री जी. आर. म्हासेखर, संसद सदस्य,
41, साउथ एवेन्यू, नई दिल्ली-110011

[क्रि. सं. एम डब्ल्यू/एम डब्ल्यू एम-14/81-एम टी]
एम. एन. कक्कड़, निदेशक

S.O. 765.—In exercise of the powers conferred by sub-section (i) of section 210 of the Merchant Shipping Act, 1958 (44 of 1958), read with rules 3 and 4 of the National Welfare Board for Seafarers Rules, 1963 and in continuation of this Ministry's Notification of even number dated 9-12-1981 published as S.O. 3470 of 26-12-1981, the Central Government hereby includes the following as Member of the Board :—

1. Shri G. R. Mhaisekhar, Member of Parliament,
41, South Avenue, New Delhi-110011.

[F. No. SW/MWS-14/81-MT]

S. N. KAKAR, Director

संस्कृति विभाग

(भारतीय पुरातत्व सर्वेक्षण)

नई दिल्ली, 9 फरवरी, 1982

पुरातत्व

क्रि.आ. 766.—केंद्रीय सरकार की राय है कि हमसे उपाय अग्रसूची में विनिर्दिष्ट प्राचीन स्मारक राष्ट्रीय महत्व का है,

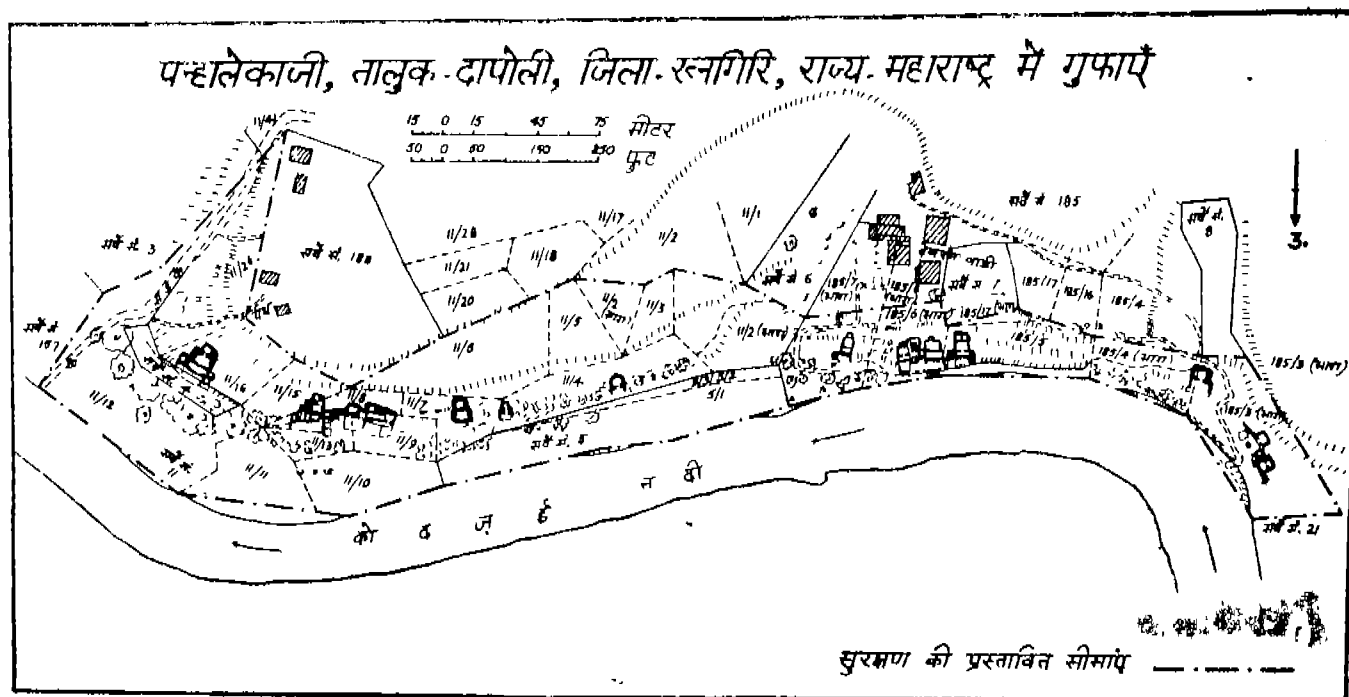
अतः केंद्रीय सरकार, प्राचीन स्मारक तथा पुरातत्वीय स्थल और अवशेष अधिनियम, 1958 (1958 का 24) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त प्राचीन स्मारक को राष्ट्रीय महत्व का घोषित करने के अपने आशय की सूचना देती है।

इस अधिसूचना के राजपत्र में प्रकाशित किए जाने की तारीख से दो मास के भीतर उक्त प्राचीन स्मारक से हितबद्ध किसी भी व्यक्ति से प्राप्त आक्षेप पर केंद्रीय सरकार विचार करेगी।

अनुसूची

राज्य	जिला	तहसील	परिसीमा	प्राचीन स्मारक का नाम	संरक्षण के अधीन सम्मिलित राजस्व प्लॉट सं०
1	2	3	4	5	6
महाराष्ट्र	रत्नागिरी	दापोली	पम्हाले कात्री	शेवकून गुफाएं (गणेश जीता समूह) के साथ-साथ सर्वेक्षण प्लॉट सं० 11/26, 11/12, 4, 11/11, 11/15, 11/16, 11/8, 11/13, 11/10, 11/9, 11/16, 11/8, 11/13, 11/10, 11/7, 11/6, 11/5, 11/4, 11/9, 11/7, 11/8, 11/5, 11/4, 11/3, 5/1, 5/2, 5/3, 185/5 और सर्वेक्षण प्लॉट सं० 11/2, 185/6, 185/4, 185/17 और 185/3 के भाग जैसे कि नीचे उद्धृत स्थल रेखांक में दर्शाते हैं, से समा-विष्ट क्षेत्र	सर्वेक्षण प्लॉट सं० 11/26, 11/12, 4, 11/11, 11/15, 11/16, 11/8, 11/13, 11/10, 11/9, 11/7, 11/6, 11/5, 11/4, 11/9, 11/7, 11/8, 11/5, 11/4, 11/3, 5/1, 5/2, 5/3, 185/5, और सर्वेक्षण प्लॉट सं० 11/2, 185/7, 185/6, 185/4, 185/17 और 185/3 के भाग, जैसे कि नीचे उद्धृत स्थल रेखांक में दर्शाते हैं

क्षेत्र	सीमाएं	स्वामित्व	टिप्पणियां
7	8	9	10
3 79.00 हेक्टेयर	उत्तर—सर्वेक्षण प्लॉट सं० 21 और कोवजई नदी पूर्व—सर्वेक्षण प्लॉट सं० 157.3 और 11/4 दक्षिण—सर्वेक्षण प्लॉट सं० 188, 11/20, 11/18, 11/1, 6, 7 8, 185/16, 185/17 और सर्वेक्षण प्लॉट सं० 11/2, 185/7, 185/6 और 185/4 के अवशेष भाग पश्चिम—सर्वेक्षण प्लॉट सं० 185/3 का अवशेष भाग	गुफाएं राज्य सरकार के स्वामित्ववादी हैं और पार्श्वस्थ क्षेत्र प्राइवेट स्वामित्ववादी हैं।	



[सं० २/१४/७५-से]

देवला मित्र, महानिबेशक,

एवं पक्षेन संयुक्त सचित्र

DEPARTMENT OF CULTURE
ARCHAEOLOGICAL SURVEY OF INDIA

New Delhi, the 9th February, 1982

(ARCHAEOLOGY)

S.O. 766.—Whereas the Central Government is of opinion that the ancient monument specified in the Schedule annexed hereto is of national importance:

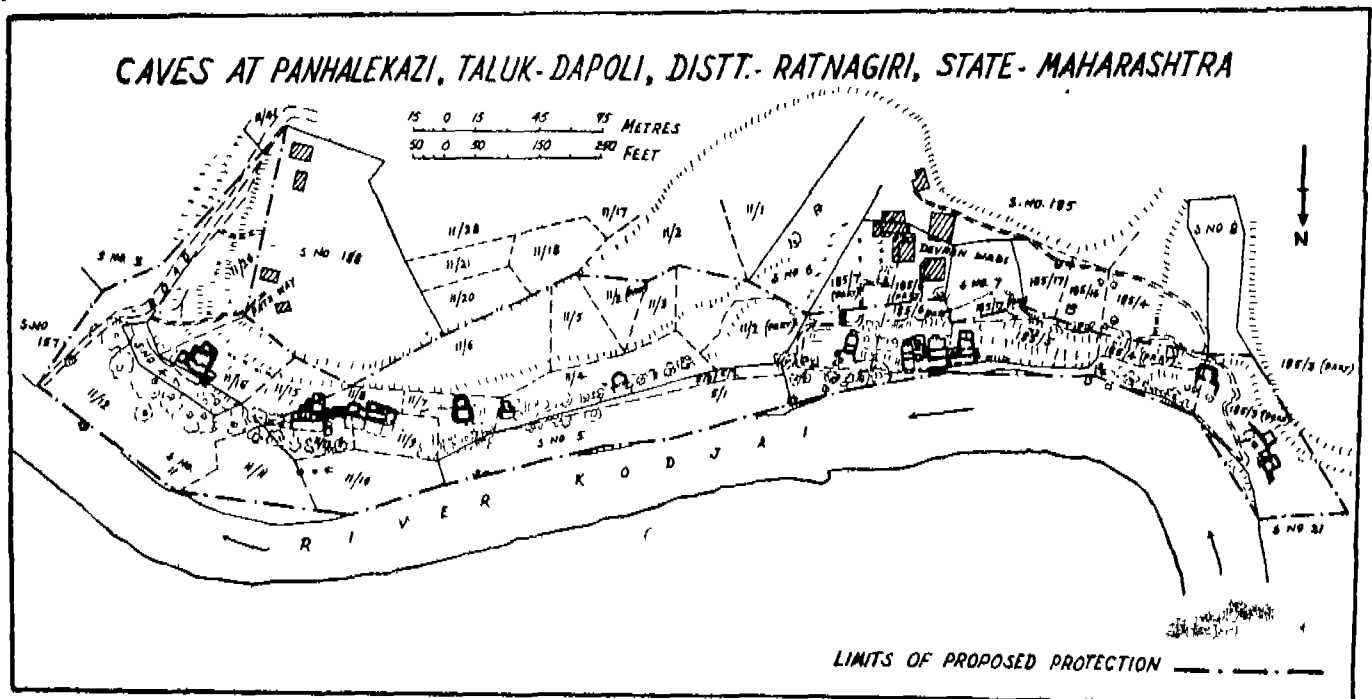
Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958), the Central Government hereby gives two months' notice of its intention to declare the said ancient monument to be of national importance.

Any objection which may be received within the said period of two months from the date of publication of this notification in the Official Gazette from any person interested in the said ancient monument will be taken into consideration by the Central Government.

SCHEDULE

State	District	Tehsil	Locality	Name of Ancient Monument	Revenue plot numbers to be included under protection	Area	Boundaries	Ownership	Remarks
1	2	3	4	5	6	7	8	9	10
Maharashtra	Ratnagiri	Dapoli	Panhal Kazi	Rock-cut Caves Ganesh (Lena Group) along with adjoining area comprised in survey plot Nos. 11/26, 11/12, 4, 11/11, 11/15, 11/16, 11/8, 11/13, 11/10, 11/9, 11/7, 11/6, 11/5, 11/4, 11/3, 5/1, 11/12, 4, 11/11, 11/15, 11/16,	Survey plot Nos. 11/26, 11/12, 4, 11/11, 11/15, 11/16, 11/8, 11/13, 11/10, 11/9, 11/7, 11/6, 11/5, 11/4, 11/3, 5/1, 5/2, 5/3, 185/5, and portions of	3.79,00 Hectares	North: Survey plot No. 21 and river Kodjari East:--Survey plot Nos. 157, 3 and 11/4. South : Survey plot Nos. 188, 11/20, 11/18, 11/1, 6, 7, 8,	The caves are owned by State Government and the adjoining area is under private ownership.	

1	2	3	4	5	6	7	8	9	10
				11/8, 11/13, 11/10, 11/9, 11/7, 11/6, 11/5, 11/4, 11/3, 5/1, 5/2, 5/3, 185/5 and parts of survey plot Nos. 11/2, 185/7, 185/6, 185/4, 185/17 and 185/3 as shown in the site plan re- produced below	survey plot Nos. 11/2, 185/7, 185/6, 185/4, 185/17 and 185/3 as shown in the site plan reproduced below		185/16, 185/17, and remaining portions of survey plot Nos. 11/2, 185/7, 185/6 and 185/4. West:—Remaining portion of survey plot No. 185/3.		



[No. 2/14/75-M]

D. MITRA, Director General
and Ex-Officio Jt. Secy.संचार मंत्रालय
(डाक तार बोर्ड)

नई दिल्ली, 12 फरवरी, 1982

का. भा. 767.—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खण्ड 3 के पैरा (क) के अनुसार डाक-तार महानिदेशक ने कान्गायम टेलीफोन केंद्र में दिनांक 1-3-1982 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-4/82-पी एच बी]

आर. सी. कटारिया, सहायक महानिदेशक,
(पी. एन. बी.)

MINISTRY OF COMMUNICATIONS

(P&T Board)

New Delhi, the 12th February, 1982

S.O. 767.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General Posts and Telegraphs, hereby specifies 1-3-1982 as the date on which the Measured Rate System will be introduced in Kangayam Telephone Exchange, Tamil Nadu Circle.

[No. 5-4/82(RHB)]

R. C. KATARIA, Assistant Director General (PHB)

नई दिल्ली, 16 फरवरी, 1982

का. आ. 768.—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खंड 3 के पैरा(क) के अनुसार डाक-तार महा-निदेशक ने नागौर टेलीफोन केंद्र में दिनांक 1-3-1982 में प्रमाणित दर प्रणाली लागू करने का निर्णय किया है।

[संख्या 5-7/83-पी एच बी]

आरम्भी कटारिया, महायुक्त महानिदेशक(पी.एच.ए.)

New Delhi, the 16th February, 1982

S.O. 768.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies 1-3-1982 as the date on which the Measured Rate System will be introduced in Nagaur Telephone Exchange, Rajasthan Circle.

[No. 5-7/82-PHB]

R. C. KATARIA, Assistant Director General (PHB)

असम संभालय

आदेश

नई दिल्ली, 15 जनवरी, 1982

का० आ० 769.—केंद्रीय सरकार की राय है कि इसमें उपावद्ध अनुसूची में विनिर्दिष्ट विषय के बाचे में मैसर्स एस० सी० कम्पनी लिमिटेड, बेलम्पल्ली एरिया के प्रबंधन में सम्बद्ध एक औद्योगिक विवाद नियोजकों और उनके कर्मचारियों के बीच विद्यमान है ;

और केंद्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः, केंद्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उप-धारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री बी० प्रसाद राव होंगे, जिसका मुख्यालय हैदराबाद में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

“क्या मैसर्स सिंगरेनी कोलियरीज कम्पनी लिमिटेड, बेलम्पल्ली एरिया के प्रबंधन का 22 जनवरी, 1981 में श्री के० आर० आर० मोहन राव, लारी चालक को पदच्युत करना न्यायोचित है ? यदि नहीं, तो संबंधित कर्मकार किस अनुतोष का हकदार है ?”

[ग० एल-21012(5)/81-डी-4-बी०]

MINISTRY OF LABOUR

New Delhi, the 15th January, 1982

S.O. 769.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Messrs S. C. Co. Ltd., Bellampalli Area and their workmen in respect of the matter specified in the Schedule hereto annexed ;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication ;

Now, therefore, in exercise of the powers conferred by section 7A, and clause (d) of sub-section (1) of section 10, [312 GI/81—7

of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri B. Prasada Rao, shall be the Presiding Officer, with headquarters at Hyderabad and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

“Whether the management of Messrs Singareni Collieries Company Limited, Bellampalli Area, are justified in dismissing Sri K. R. R. Mohan Rao, Lorry Driver with effect from the 22nd January, 1981 ? If not, to what relief is the workman entitled ?”

[No. L-21012(5)/81-D.IV(B)]

New Delhi, the 12th February, 1982

S.O. 770.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of Indian Air Lines, New Delhi and their workmen Shri Rajjula which was received by the Central Government on the 6th February, 1982.

BEFORE JUSTICE SHRI S. R. VYAS (RETD.) PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)/7/1980

PARTIES :

Employer in relation to the management of Indian Airlines, New Delhi and their workman Shri Rajjula S/o Shri Chandamilal, Ex-Driver, R/o Murgi Bazar, Shahjahanabad Bhopal (M.P.).

APPEARANCES :

For workman—Shri S. D. Shrivastava Advocate.

For management—Shri Y. S. Bhasin, Advocate.

INDUSTRY : Air Transport DISTRICT : Bhopal (M.P.)

AWARD

Dated : January, 30, 1982

Facts which are not disputed between the parties are these :

1. Shri Rajjula, workman in this case, (hereinafter referred to as the workman) was employed as a Driver at the Bhopal Station of the Indian Air Lines Corporation, hereinafter referred to as the Corporation. He used to ply the Corporation's vehicle from the Air Port to the City Booking Office and other place also. On 25-10-1973 while Vehicle No. M.P.D. 459 was being driven by the workman from the Air Port to the city, City Office it was, while nearing Kamla Nehru Park, involved in an accident resulting in the death of a cyclist. The vehicle was then occupied also by some other employees of the Corporation. Consequent upon this fatal accident some persons, who were on the road followed the vehicle and shouted for the vehicle to stop. The vehicle was stopped and occupants of the vehicle then came out and saw that a bicycle was entangled between the front and the rear wheels of the vehicle and one person was lying dead on the road. A police constable on duty came to the place of incident on whose information more police officers came to the spot and took up investigations. The workman was then taken to the Police Station and to the hospital for medical examination also.

2. Because of this accident with the vehicle driven by the workman the management of the Corporation framed a charge sheet against him for violating certain regularisations of the Corporation. The main charges against him were that he had knocked a cyclist resulting in his death; that he did not stop the vehicle at the site of the incident but continued driving till shouts were raised and that the vehicle was stopped at some distance. He was also charged with misconduct i.e. driving the vehicle under influence of liquor.

This misconduct on the part of the workman indicated drunkenness, riotous, disorderly or indecent behaviour, neglect of work and gross negligence added with carelessness. The workman was suspended also on 27-3-1973. There was also a previous charge-sheet against the workman but that was withdrawn because of the aforesaid charge-sheet Ex. M/12 dated 17-5-1974.

3. In reply to the charge-sheet the workman denied all the allegations made against him. He also stated that because of the said incident he was prosecuted in the Criminal Court at Bhopal for an offence under Section 304(A) of the I.P.C. and was acquitted. This order of acquittal, according to him, completely negated the charges. He also pleaded that it was during the pendency of the criminal prosecution that he was charge-sheeted and an enquiry was held. The manner and the validity of the enquiry held against him was also challenged. However, the management accepted the findings of the Enquiry Officer and removed Shri Rajjula, the workman, from service (Ex. M/4). Appeal by the workman to the higher authorities did not succeed.

4. The workman then raised an industrial dispute with regard to the order of removal from service and as the conciliation proceedings failed the Central Government in the Ministry of Labour referred the following dispute to this Tribunal, for adjudication vide Notification No. L-11012(3)/78-D.II(B) dated 11th February, 1980 :—

"Whether the action of the management of Indian Airlines Bhopal in removing Shri Rajju Lal S/o Shri Chandami Lal Driver from service vide their letter No. DLH/ENG/APS/DI SCPL/136/8047 dated 23/24-9-1975 is justified? If not to what relief Shri Rajju Lal is entitled to?"

5. In the statement of claim the workman he assailed the validity and the legality of the manner in which the enquiry was held against him and urged that neither on facts nor in law there was a valid enquiry against him. With regard to the accident it is stated that after being acquitted by the Criminal Court there was no justification for imposing the punishment awarded to him. With regard to the facts and circumstances in which the accident took place the statement of claim by the workman does not throw any particular light.

6. In the statement of claim filed by the management to the allegations regarding the invalidity and illegality of the enquiry were denied and it was urged that there was an enquiry as provided by the rules and regulations in which the workman had full opportunity to defend himself. As regards the facts resulting the fatal accident the Corporation also does not appear to have made any particular reference in their statement of claim.

7. On the aforesaid pleadings of the parties a number of issues were raised on 18-7-1980. Thereafter before evidence could be recorded the management submitted an application 2-5-1981 that evidence with regard to issues relating to the validity and legality of the enquiry cannot be given by the management as the officer, who had conducted the enquiry, had retired. It was, therefore, prayed that the management may be given an opportunity to substantiate the charges. Consequent upon this prayer dated 2-5-1981 issues nos. 2 to 9 framed on 18-7-1980, which all related to the validity of the enquiry, were deleted. The following issues therefore only remained for trial between the parties :—

(a) Whether the charge-sheet issued by the Indian Air Lines to the workman, Shri Rajju Lal was not accompanied with imputation of charges and the list of the witnesses?

(b) If so, its effect?

10. Whether the punishment awarded to the workman is appropriate?

11. Relief and costs?

8. In my opinion Issue No. 1 also does not survive and is deleted. Consequently in place of Issue No. 1 the following issue is framed :—

Whether the workman was guilty of such violation of the rules and regulations of the Corporation or of such misconduct as urged by the management.

9. The Corporation examined three witnesses in support of the charge of misconduct, negligence, carelessness etc. and adduced documentary evidence also. The workman examined himself and tendered documentary evidence also. I have considered the evidence of both the parties in the light of the material on record.

10. My findings on the aforesaid issues 1, 10 and 11 are as under :—

Issue No. 1 :—(As framed above in para 8). The management has proved that the workman was guilty of misconduct, negligence and carelessness which resulted in the fatal accident.

Issue No. 10 :—Punishment awarded to the workman is proportionate to the gravity of the charge of misconduct.

Issue No. 11 :—The workman is not entitled to any relief and both the parties to bear their own costs as incurred.

11. The first important question is as to how and in what circumstances the accident had occurred. The Corporation relies on the Standing Orders (Regulations) concerning Discipline and Appeals framed in exercise of the powers conferred by Section 45 of the Air Corporation Act 1953 (27 of 1953) published in the Gazette of India on November 25, 1961, a copy of which has been filed in this case. According to Clause 16 sub-clause (11) and (12) Drunkenness, Riotous, Disorderly and Indecent Behaviour in the premises, neglect of work or gross-negligence of a serious nature are treated as acts of misconduct. If the Corporation succeeds in satisfying that while discharging the duties as a driver of the Corporation's vehicle the workman was guilty of any act of serious misconduct or gross negligence or gross carelessness than he would be guilty of misconduct within the meaning of the aforesaid Clause 16 of the Regulations.

12. The fact that an accident took place resulting in the death of a cyclist is borne out from the evidence given by M.W. 1 Shri I. B. Lal, Traffic Assistant of the Corporation at Bhopal; M.W. 2 Shri Mishri Lal, another employee of the Corporation and M.W. 3 Shri J. S. Grewal Station Manager at Bhopal Station of the Corporation on the relevant date. The workman in his own statement also admits that a cyclist was knocked down by the vehicle driven by him and died on the spot.

13. In the light of this admitted incident resulting in the death of a cyclist two questions arise viz, (1) whether the accident was due to any act of gross-negligence/carelessness on the part of the workman and (2) if, he was negligent whether the negligence was due to any act of drunkenness or of intoxication of the workman. Both these questions, in my opinion, have to be answered against the workman.

14. In his statement M.W. 1, Shri I. B. Lal, has stated that while the vehicle was being driven from the Air Port to the City he and a couple of employees of the Corporation were sitting on the back rows of the vehicle which was carrying passengers from the Air Port to the City Office. He further stated that while the vehicle was on the road in front of the Kamla Nehru Park he heard a sound of thud and noticed that about a couple of persons were raising shouts from behind for the vehicle to stop; that as a consequence thereof he asked the workman by name to stop the vehicle but the vehicle was not immediately stopped till it had crossed a distance of about 3 to 4 Electric Lamp Poles; that when the vehicle was ultimately stopped he came down and saw a bicycle entangled between the front and the rear wheels of the vehicle and that those who were following the vehicle informed that a person was fatally knocked down by that vehicle. M.W. 2, Shri Misri Lal employed as a loader in the Corporation was also in that vehicle. He also admits that after the vehicle was brought to a halt in front of the Kamla Nehru Park he learnt about an accident having

taken place and when he got down he noticed a number of persons shouting from behind the vehicle that a man had been knocked down and was dead. M.W. 3, Shri J. S. Grewal, Station Manager of the Corporation of the Air Port came to the spot after the accident was brought to his notice. He therefore does not throw any particular light on the circumstances in which the accident took place.

15. So far as the workman himself is concerned his version is that while the vehicle was being driven from the Air Port to the City and was at or near about Kamla Nehru Park he noticed two persons going ahead of him—one of whom was walking on his foot and the other, while so walking was pushing the bicycle. He further says that the other person also jumped on the pillion of the bicycle to be carried by the cyclist but in that process someone lost the balance and fell and one of them came under the rear wheel of the vehicle. Lastly he says that after this accident he had driven the vehicle upto 20—25 paces when one of the occupants Shri Borker told him that an accident had taken place and consequently he brought the vehicle to a halt. Subsequently, according to him, a policeman arrived at the spot and took him to the Police Station from where he was taken to the hospital. In the hospital, he was made to drink and vomit something. With regard to this incident he has lastly stated that he was prosecuted by the police under Section 304(A) I.P.C. and was acquitted (Judgement of the Criminal Court Case No. 730/73 dated 24-11-75 is on record).

16. It would thus appear that the following facts are not in dispute :

1. The workman was driving the Corporation's vehicle on 25-10-1973 ; and
2. While the vehicle was being driven by the workman there was an accident because of which a cyclist was fatally knocked down.

It was contended by the management that the fatal accident took place because of the gross negligence/carelessness of the workman, who while driving the vehicle, was under the influence of liquor and was intoxicated also. It was further contended that the workman's driving of the vehicle was unsteady and not proper. The workman, however, contends that because of the negligence of cyclist himself that he was knocked down without any act of negligence or carelessness on his part. Having considered the evidence of both the parties I am clearly of the view that the fatal accident was due to the gross negligence on the part of the workman himself which has to be attributed to the fact of consumption of liquor by him.

17. The next question is whether the incident was due to any misconduct on the part of the workman which justifies the punishment of removal from service imposed upon him. The management, as stated above, has examined three witnesses out of whom only M.W. 1 Shri I. B. Lal and Shri Mishri Lal M.W. 2 have said something about the cause of accident. It is stated by M.W. 1, Shri I. B. Lal, that while he was sitting in the vehicle driven by the workman he noticed near the Kamla Nehru Park that there was a sound of thud; that when he looked behind he saw about 6 to 7 persons shouting for the vehicle to stop; that it was not immediately that the vehicle was stopped but only when he called workman by name and the vehicle had covered a distance of about 2 to 3 Electric Lamp Post that the vehicle was stopped and that on getting down he saw a bicycle entangled between the front and the rear wheels of the vehicle and the cyclist lying dead on the road. Proceeding further the witness has stated that after witnessing the body lying on the road he had to persuade the workman to get out of the vehicle and go to the place of incident to see as to what had happened. Lastly he says that while persuading the workman he noticed that he was smelling of liquor. Regarding the manner of driving of the vehicle the witness stated that the driving of the vehicle by the workman was not steady and it was moving in a zig zag manner. M.W. 2 Shri Mishri Lal, another employee of the Corporation, says

that the vehicle was stopped when somebody in the vehicle asked the workman to stop it. The witness again changed the version and said that he had no recollection about any one asking the workman to stop the vehicle. Regarding the distance between the place, where the vehicle was stopped and the place where the dead body was lying, the witness says that it was about 1 or 2 Electric Lamp posts. It would thus appear that M.W. 2, Shri Mishri Lal, had made a statement with certain reservations, presumably because he is a co-employee of the workman. M.W. 1, Shri I. B. Lal, was the Traffic Assistant at Bhopal Station and Shri Mishri Lal was a leader. I will shortly consider as to how and to what extent these two witnesses were cross-examined by the workman. But I may at this stage consider the evidence given by the workman himself.

18. In his statement the workman stated that while driving the vehicle back to the Air Port he saw two persons going on the road—one with bicycle and the other on foot and that while one of them jumped on the bicycle and the other on the opinion someone lost balance and came under the rear wheel of his coach. Implicitly the workman admits that he was aware of the accident while the vehicle was being driven by him. If that was so, he should not have proceeded upto a distance of 2 or 3 Electric Lamp Posts. Shri I. B. Lal stated 2 to 3 Electric Lamp Posts, Shri Mishri Lal M.W. 2 stated the distance as 1 to 2 Electric Lamp Post and the workman puts the distance as 20 to 25 paces. The evidence of the management's witness clearly established that the vehicle was not stopped immediately after the accident but was driven upto a distance of 2-3 Electric Lamp Posts till Shri I. B. Lal asked the workman to stop the vehicle. If the driving by the workman had been diligent and careful then under any circumstances the vehicle should have been stopped at the nearest possible point from the place of accident more particularly when the workman was conscious of the accident. This is not a case where a bird or some insignificant object had been run over by the vehicle. The bicycle was entangled in between the two wheels and the victim must have been carried with the bicycle before it came to stop. A human being had been run over by the vehicle. All these important factors could not have escaped the notice of the Driver had he been in normal state of mind, careful and diligent. Apparently all these facts indicate that neither the workman was in his normal state of mind nor diligent nor careful.

19. In support of the allegations made in the charge-sheet it was stated by M.W. 1, Shri I. B. Lal, Shri G. S. Grewal, M.W. 3 that when they were near the workman after the accident he was smelling of liquor.

20. The fact that the workman is used to drinking clearly is borne out from the evidence given by the workman himself. In his cross-examination by the management the workman stated that he had not consumed liquor within a couple of days before 25-10-1973. But after taking sometime he corrected himself by saying that on the evening of the preceding day i.e. on 24-10-1973 he had taken about 1/4 litre of liquor in the evening. He denies the suggestion that he had taken liquor on 25th also. In answer to the question put by the Tribunal, he admitted that on occasions of festival he was used to consume liquor about 1/4 litre, and that liquor is taken by him for intoxication. According to him, the effect of liquor consumption lasts for about 2 to 3 hours. The witness was referred to his statement in the domestic enquiry wherein he had admitted that the bicycle was stuck up on the left side of the vehicle; that he occasionally used to drink 3 or 4 times in a year. In his statement M-7 he had admitted that he used to drink once or twice a month. In another part of the statement (Ex. M-8 marked A to A) the workman had admitted that on 24-10-1973 it was from 8.30 p.m. to 11.30 p.m. that he continued to drink about 1/2 bottle of country liquor. The statement in the domestic enquiry (Ex. M-8) is an admitted document. When he was referred to some parts of this statement he denied the statement made by him. It is however, clear from this statement that on the preceding night for about 3 hours workman continued to drink. There is evidence given by M.W. 1 Shri I. B. Lal and M.W. 3 Shri G. S. Grewal that upto the time of the accident the workman was smelling of liquor. It is, therefore, very likely that because of the heavy consumption

of the liquor on the preceding night of the accident the influence of liquor continued on the mind of the workman and that for that reason he was not able to drive the vehicle steadily.

21. It was contended on behalf of the workman that he was sent for the medical examination after the accident but the Medical Examination report has not been produced and that the workman's prosecution under Section 304(A) I.P.C. resulted in his acquittal. According to the workman, he was first taken to the Police Station and from there to the Hospital where he was made to drink some liquid and than vomit. May be that the stomach contents did not indicate any presence of alcohol. But the fact is, as admitted by the workman himself that he was used to drinking and had actually consumed liquor on the preceding night for about 3 hours. Had the workman been not under some influence of liquor he could have avoided the accident, could have stopped the vehicle soon after accident and would not have been required to be asked by someone to stop the vehicle. All these facts therefore show that while discharging his duties as a driver the workman was under the influence of liquor and because of which influence the accident took place.

22. Though M.W. 1 and M.W. 3 categorically stated that the workman was smelling of liquor immediately after the accident yet not a single question was put to them in the cross-examination by the workman. Similarly no material parts of the statement made by M.W. 1 and M.W. 3 were subjected to any cross-examination by the workman. If there was anything in the statement of these two witnesses which even had a colour of falsehood then it was the duty of the workman to cross-examine them. I, therefore, see no reason to disbelieve what the management's witnesses have said. I accordingly hold that while driving the vehicle the workman was under the influence of liquor and it was because of this influence that he drove the vehicle unsteadily, knocked down the cyclist, caused his death and drove the vehicle upto 2 to 3 Electric Lamp Posts even though such a serious accident took place.

23. According to the Regulations of the Corporation filed at Ex. M-1 Drunkenness while on duty, neglect of or gross negligence of serious nature are to be treated as misconduct. In this case, it is proved that while discharging his duties the workman was under the influence of liquor and was guilty of gross negligence also.

24. In the domestic enquiry the workman was found guilty of misconduct as defined in the Regulations and was awarded the punishment of removal from service. In the statement of claim filed by the workman he challenged the legality and mode of enquiry by raising a number of contentions. The management did not rely upon the enquiry and was given permission to prove misconduct before this Tribunal. The management has, in my opinion, proved misconduct with which the workman was charged. Accordingly the contentions of the management that the workman was guilty of misconduct as defined in Ex. M-1 must be upheld.

25. The last question is as to whether in view of the proved misconduct the workman deserved the punishment of removal from service. Though in the Criminal Court the prosecution did not establish the charge under Section 304(a) i.e. causing death by negligence, but that judgment is not binding in other proceedings. In the Criminal case the accused always stands in a privileged position. Hence that judgment will not be of any help to the workman. The management was within its rights to prove the misconduct of gross-negligence and drunkenness before this Tribunal which they have done. The employee of the Corporation, who is guilty of causing death by his negligence and carelessness driving, has been punished with the punishment of removal from service. Considering the gravity of charge of misconduct the punishment awarded is quite justified. Accordingly, in my opinion, the management was justified in concluding that the workman was guilty of misconduct and was liable for removal from service.

26. In the light of the view taken and reasons given above. Issues Nos. 1, 10 and 11 are answered against the work-

man and the workman is not entitled to any relief. The award, therefore, is that the management of the Indian Air Lines Corporation was justified in holding the workman Shri Rajju Lal guilty of misconduct for violation of the rules and regulation of the Corporation and for misconduct, that the punishment awarded for removal from service was proportionate to the gravity of charge of misconduct and that the workman is not entitled to any relief. In the circumstances of the case, both the parties are directed to bear their own costs as incurred.

S. R. VYAS, Presiding Officer

[No. L-11012/3/78-D.II(B)]

S.O. 771.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Kankartala Colliery of M/s. Eastern Coalfields Limited, and their workmen, which was received by the Central Government on the 8-2-1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-1 LABOUR COURT NO. 3 DHANBAD

Reference No. 92/80

PARTIES :

Employers in relation to the management of Kankartala Colliery of Eastern Coal Fields Ltd., P.O. Asansol, Distt. Burdwan.

AND

Their Workmen.

APPEARANCES :

For the Employers—Shri R. N. Tewari, Deputy Personnel Manager.

For the Workmen—Shri Rajdeo Singh, General Secretary Khan Mazdoor Congress.

INDUSTRY : Coal.

STATE : W. Bengal

Dated, the 1st February, 1982

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them u/s. 10(1)(d) of the Industrial Disputes Act, 14 of 1947 referred the dispute to the Central Government Industrial Tribunal-cum-labour Court, Calcutta for adjudication. Subsequently by Order No. S-11025 (4)/80-D.IV(B) dated 14th/17th November, 1980 the dispute has been transferred to this Tribunal for adjudication.

SCHEDULE

"Whether the action of the management of M/s. Eastern Coalfields Limited in refusing employment to the workmen given in the Annexure is justified. If not, to what relief are the concerned workmen entitled?"

ANNEXURE

Sl. No.	Names	Designation
1.	Shri Nazrul Sekh	M.G. Miner/Loader
2.	Shri Fatik Sekh	-do-
3.	Shri Jan Mohamad	-do-
4.	Shri Raghu Sekh	-do-
5.	Shri Sambia Sekh	-do-
6.	Shri Chandan Majhi	-do-
7.	Shri Sanatan Majhi	-do-
8.	Shri Manohar Kora	-do-
9.	Shri Shankar Kora	-do-
10.	Shri Bira Bhuiyan	-do-
11.	Shri Raghu Bhuiyan	-do-
12.	Shri Malinda Bouri	-do-
13.	Shri Mahabir Bouri	-do-
14.	Shri Babulal Bouri	-do-
15.	Shri Basudeo Bouri	-do-
16.	Shri Sasi Bouri	-do-
17.	Shri Safal Dome	-do-
18.	Shri Usuf Sekh	-do-

2. The case of the union on behalf of the workmen is that the concerned workmen were in employment of Kankartala Colliery since long upto January, 1973 when the coal mines were taken over by the Coal Mines Authority. It is however stated that the Kankartala Colliery with some other collieries of Birbhum District were however not taken over by the Coal Mines Authority but this mine was closed by the erstwhile owner who left it abandoned. Consequently the majority of the workers suffering due to unemployment left the colliery and went away in search of their livelihood.

3. It is then alleged that this mine was taken over by the Government in or about May, 1974 and the workers who were available were allowed to join. Thereafter when the work in the mine started a Committee was formed to screen out the ex-workers of the erstwhile colliery in order to find out the workers who are eligible for employment and accordingly 82 workers were screened out by the Screening Committee including the concerned workmen. The Committee thus found 82 persons eligible for appointment and a notice was issued for transferring all the aforesaid 82 workers to Madhujore Colliery and accordingly as many as 60 workers who were available and got information reported for duty in Madhujore Colliery during July, 1975. Out of the remaining 22, 4 who came late were subsequently transferred to Pandaveswar Colliery.

4. It is submitted that the remaining 18 workmen viz. the concerned workmen also reported for duty before the Manager in April 1975 when the colliery was started, but they were refused employment. Further request was made by them in July 1976 and 1977 but to no effect. The concerned workmen also made individual applications on 28-12-78 for allowing them to join duty but they were not considered. Thereafter the matter was taken up by the union and a dispute was raised before the A.L.C. in November, 1978 which ended in failure resulting in the present reference.

5. It is submitted that the concerned workmen are employees of the erstwhile owner and as per result of the screen out by the present management also the concerned workmen were found eligible for appointment and they should have been given employment by the present management. But it was not done and hence the said action of the management is unjustified. It is prayed that they should be re-employed by the management with retrospective effect and consequential relief.

6. The case of the management, however, is that in fact there is no dispute nor any dispute was raised and hence the present reference is not maintainable. It is stated that at the time of take over the colliery in question was not taken as it was lying closed and was a small unit, but subsequently it was taken over in April, 1974 and it started operation. It is however admitted that at the time of screening 82 persons were found to be genuine workers of the colliery who had worked earlier. But as they could not be accommodated in this colliery they were ordered to be transferred to Madhujore Colliery in the same area in July, 1975 and all such persons except 18 joined at Madhujore Colliery. It is however stated that period the Colliery Mazdoor Union (I.N.T.U.C.) was the only union functioning in the area and the same union in June, 1976 submitted a list of 18 persons along photograph of 15 of them and requested that those 18 persons might be allowed to join in some other colliery in the same area as they could not join at Madhujore Colliery due to some difficulties. They were accordingly ordered to be transferred to Khandra Colliery in the same area but before those 18 persons could join at Khandra Colliery the sponsoring union viz. Khan Mazdoor Sangh raised the dispute before the A.L.C. and they also submitted duly attested photographs of so called 18 persons having the same names and as two sets of identical names were there request was made to the A.L.C. to verify which set was genuine but the A.L.C. instead of doing so submitted his failure report leading to the present reference. It is submitted that for proper adjudication it is necessary that the Colliery Mazdoor Union be also made a party to this reference. It is however contended that the management has no objection to take 18 persons in employment but this can be done only after proper verification.

7. The point for consideration is as to whether the action of the management of Eastern Coalfields Ltd., in refusing employment to the workmen given in Annexure of the Reference is justified. If not, to what relief are the concerned workmen entitled.,

8. At the time of hearing it was contended on behalf of the management that they have no objection to take the concerned workmen in their employment provided they prove that they are actual persons who were screened out and found eligible for appointment by the management. The management however has not filed any document on their behalf. At the instance of the management, however, the Colliery Mazdoor Union was made a party to this proceeding so that they may put in the claim of 18 persons whose claim they put up before the management as alleged. This was also considered necessary as the identity of the persons entitled to be employed was in dispute. Notice was issued to the Colliery Mazdoor Union for filing their written statement but they did not appear nor filed any claim. In that view of the matter the case was taken up in the absence of the Colliery Mazdoor Union.

9. During the course of argument Sri R. N. Tewari, Dy. Personnel Manager, representative of the management submitted that the management has got no objection to take the concerned workmen in employment provided they prove their identity and their claim. Accordingly the union has examined certain witnesses and has also filed certain documents in support of the claim that the concerned workmen are in fact the actual workmen who are entitled to be appointed by the management and they are the persons who were found eligible for appointment by the Screening Committee. WW-1 is one Md. Sajahan who has stated that some of the photographs submitted by the management which according to the management were purported to have been filed before them by the Colliery Mazdoor Union are not the photographs of real persons but they are of different persons. WW-2 is Nazrul Seikh one of the concerned workmen and he has proved the photographs as also the applications filed by the concerned workmen before the management and they have been marked Exts. W-8 to W-25. According to him the above are the photographs of the concerned workmen who were found eligible for appointment by the Screening Committee. These workers also filed applications along with photographs before the management in the year 1977 for their employment. There is nothing to disbelieve the exparte evidence adduced on behalf of the workmen as the management has not adduced any evidence to show that these photographs are not the photographs of the concerned workmen who were found eligible for appointment even by the management.

10. The other documents are some of the letters written by the union to the management for considering the claim of the concerned workmen and these letters are admitted to be genuine.,

11. Thus on a consideration of the above photographs and letters it is clear that the concerned workmen are the genuine persons who are eligible for employment by the management and they also claimed for their employment since the year 1977 or even earlier. Now if the management had any doubt about the proper identity of the concerned workmen they ought to have got their identity verified to their satisfaction from any source which they liked but they should not have refused employment to these workmen.

12. Considering the entire evidence, I hold that the concerned workmen are entitled to be appointed by the management and the action of the management in refusing employment to them is fully unjustified.

13. The next question is as to what relief the concerned workmen are entitled. No doubt they are entitled to be appointed by the management and the management must appoint them within a month from the date of publication of this award. As regards the consequential relief I find that the present dispute was raised by the union in November, 1978. The concerned workmen, in the circumstances, are also entitled to half the wages from 1-12-1978 till the date of their joining. I am not awarding full wages for this period because there is no evidence to show that the concerned workmen remained unemployed anywhere during this period. Rather their own case is that when the colliery was closed they left for search of their employment at different places and naturally they must have got employment somewhere in some capacity or other.

14. To sum up I hold that the concerned workmen are entitled to be appointed as workmen under the management within a month from the date of publication of the award

and they are also entitled to half the wages from 1-12-1978 upto the date of their joining.

15. I give my award accordingly..

J. N. SINGH, Presiding Officer

[No. L-19012(143)/79-D.IV(B)]

S. S. MEHTA, Desk Officer

आदेश

नई दिल्ली, 20 जनवरी, 1982

फा.का. 772.—केंद्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषय के बारे में बैंक आफ बड़ौदा के प्रबंधक से सम्बद्ध एक औद्योगिक विवाद नियोजकों और उनके कर्मचारियों के बीच विद्यमान है ;

और केंद्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः, केंद्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उप-धारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसमें पीठासीन अधिकारी श्री टी. सुंदरमम डेनियल होंगे, जिसका मुख्यालय मद्रास में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है ।

अनुसूची

“क्या बैंक आफ बड़ौदा का श्री के. नारायणन नायर, लिपिक टंकक को यह प्रकट करने पर दो वेतन वृद्धियाँ देना न्यायोचित है कि वह नियुक्ति के समय स्नातक था, यद्यपि उसने इस तथ्य को छिपाया था और केवल 10 वीं पास के लिए की गई भर्ती परीक्षा के माध्यम से नियुक्ति के लिए चुना गया था । यदि नहीं, तो क्या उपचारी कार्रवाई की जानी चाहिए ?”

[सं. एल-12012/320/80-डी. 2 (ए)]

एन. के. वर्मा, डेस्क अधिकारी

ORDFR

New Delhi, the 20th January, 1982

S.O. 772.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Bank of Baroda and their workmen in respect of the matter specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri T Sundarman Daniel shall be the Presiding Officer, with headquarters at Madras and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

“Whether the Bank of Baroda is justified in granting two advance increments to Shri K. Narayanan Nair, Clerk Typist on his revealing that he was graduate at the time of recruitment even though he had suppressed this fact and got selected for appointment in the bank through a recruitment test meant for matriculates only? If not, what remedial action should be taken?”

[No. L-12012/320/80-D.II(A)]

N. K. VERMA, Desk Officer

New Delhi, the 10th February, 1982

S.O. 773.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of Allahabad Bank, Bhopal, and their workmen, which was received by the Central Government on the 6-2-82.

BEFORE JUSTICE SHRI S.R. VYAS (RETD.)
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR (M.P.)

Case No. CGIT/LR(R)/78/1980

PARTIES :

Employers in relation to the management of Allahabad Bank, Bhopal and their workman, Shri A. G. Shukla, C/o Shri K. B. Shukla, Pratapganj Ward Jagdalpur (M.P.)

APPEARANCES :

For Workman—Shri Gulab Gupta, Advocate.

For Management—Shri S. K. Ghosh, Officer of the Bank.

INDUSTRY : Bank

DISTRICT : Bhopal (M.P.)

AWARD

Dated : January 29, 1982.

This is a reference made by the Government of India to the Ministry of Labour, vide its Notification No. L-12012/160/79-D.II.A dated 5-12-1980, to this Tribunal for adjudication of the following dispute :

“Whether the action of the management of Allahabad Bank, Bhopal in terminating the services of Shri A. G. Shukla, Agricultural Field Officer with effect from 22-4-1978 is justified? If not, to what relief is the workman concerned entitled?”

2. Briefly stated the facts giving rise to this reference are these :—

(i) In response to a vacancy notified by the Allahabad Bank Ltd., Bhopal (hereinafter referred to as the management) the workman Shri A. G. Shukla, hereinafter referred to as the workman, submitted an application for the appointment to the post of Agricultural Field Officer. In this notice inviting applications, only those were entitled to apply who had passed their B.Sc. (Agr.) as well as M.Sc. (Agr.) and had obtained 60 per cent marks. Application (annexure 3 to the Bank's reply) was considered by the management. The workman was called for interview and was selected. Consequently upon this selection the Bank issued the appointment order dated 14-12-1977 (Annexure B of workman's statement) the workman joined the post of Agricultural Field Officer on 23-1-1978 and was posted at Bhopal. Subsequent to this joining the management scrutinised the application and other documents filed by the applicant and was of view that there was some false statement made by the applicant with regard to his passing the M.Sc. (Agricultural) Examination. Workman's appointment was therefore terminated by the Bank's letter dated 22-4-1978 (workman's annexure C). He was given one month's pay in lieu of one month's notice. Workman thereafter approached the Assistant Labour Commissioner where also the conciliation proceedings did not succeed. The workman also represented to the Government of India but his representations were rejected. The workman then filed a writ petition No. 61078 before the Madhya Pradesh High Court but the same was dismissed as withdrawn as per order of the High Court dated 29-1-79. The workman continued his

representations to the Government of India as a consequence of which the Bank was advised to reconsider the question of the termination of the workman's services. The Bank management vide management Annexure 9 assured a fresh appointment to the workman provided the workman was to withdraw his allegations made against the management. It appears that the workman did not accept this offer and proceeded with the writ petition filed by him and ultimately moved the Government of India to refer his dispute for adjudication to this Tribunal. This is how the dispute has come to this Tribunal for adjudication.

- (ii) In his statement of claim filed before this Tribunal Shri A. C. Shukla has stated that he is a workman as defined by Sec. 2(s) of the Industrial Disputes Act (hereinafter referred to as the Act); that he had not made any false statement with regard to his educational qualifications; that the Bank's management terminated his services without any valid cause; that under the Allahabad Bank Officers Employees (Conduct) Regulations, 1976 and the provisions of the Desai Award his services could not have been terminated; that before the termination of his services he was neither served with a charge-sheet nor an enquiry was held against him nor there was any finding about any misstatement having been made by him; that the termination of his services were in violation of Article 14, 16 and 311 of the Constitution; that principles of natural justice were violated in terminating his services and that in these circumstances he fully deserved to be reinstated after setting aside the termination orders passed against him.

3. In the statement filed by the Bank's Management, it is stated that in the application made by the workman he had made a false statement with regard to his qualification about being MSc. (Agricultural). This false statement of Shri Shukla came to the notice of the Bank subsequent to the issuing of the appointment order. After the workman joined on 23-1-78 his services were validly terminated by the letter dated 22-4-1978 giving one month's salary in lieu of notice; that the workman had filed a writ petition before the Madhya Pradesh High Court which was dismissed as withdrawn; that as a consequence of some correspondence with the Government of India the Bank had agreed to re-employ the workman on the condition that he will withdraw the allegations made by him against the Bank in his previous correspondence with the Government of India; that in spite of this assurance given by the Bank the workman did not withdraw his allegations and that the termination of services was valid and on merits.

It is further contended by the Bank that Shri A. C. Shukla is not a 'workman' as defined in the Act for the reason that his total emoluments were near about Rs. 1200 p.m. and he had supervisory duties to perform as an Agricultural Field Officer and that on this ground also the workman is not entitled to any relief in the present proceedings.

4. Both the parties have led oral and documentary evidence in support of their respective claims. In view of the pleadings of the parties the following issues were framed on 8-7-1981:—

1. Whether or not Shri A. C. Shukla is a 'workman' as defined in Section 2(s) of the Industrial Disputes Act?
2. Whether the dispute raised by Shri Shukla may be considered as Industrial Dispute as defined under Sec. 2(k) of the Act?
3. Whether the Tribunal has jurisdiction to adjudicate on such issue?
4. To what relief are the parties entitled to?

My findings on the aforesaid issues are as under:—

ISSUE NO. 1.—Shri Avdesh Chand Shukla is not a workman as defined in Sec. 2(s) of the Industrial Disputes Act?

ISSUE NO. 2.—Finding not necessary.

ISSUE NO. 3.—This Tribunal has the jurisdiction to adjudicate on the dispute in this case.

ISSUE NO. 4.—Shri Avdesh Chand Shukla is not entitled to any relief in this case.

REASONS FOR THE AFORESAID FINDINGS:—

5. ISSUE NO. 1.—Prior to his appointment vide workman's Annexure B dated 14-12-1977 by the Bank Shri Shukla was employed as an Agricultural Assistant in the Central Bank of India (See workman's Annexure A). In the workman's Annexure A he gave his qualifications as under:—

Examination passed	Year	Percentage of marks	O.C.G.A.
B.Sc. (Ag.)	1970-71	84%	3.36
M.Sc. (Ag.) Final	1971-72	79%	3.06

Similarly in the application on the prescribed form vide Management's Annexure 3 at Column No. 5 while giving particulars of education he gave particulars as under:—

Examination & Degree	Class, Divn. Grade	Maxi Marks	Marks obtained	Year	Principal subjects taken
B.Sc. (Ag.)	1st Class	4.00	3.36	1971	Agro-nomy with Crop.
M.Sc. (Ag.)	-do-	4.00	3.06	1972	Agro-nomy

6. According to the Bank the applicant was required to have passed his BSc (Ag.) as well as MSc. (Ag.) Examinations. Though he was selected by the Bank but it was subsequently noticed by the Bank that the applicant had not passed his M.Sc. Examination but had only passed M.Sc. (Previous) Examination letters appear to have been addressed to the applicant to which the applicant replied vide his reply dated 21-7-1978 that he could not complete his M.Sc. Final which fact was mentioned by him in his application. It would thus be clear that though the minimum qualifications required by the Bank was B.Sc. (Ag.) and M.Sc. (Ag.) First Division the applicant had not completed M.Sc. (Ag.). It was precisely for this reason that the Bank terminated his services vide its termination order referred to above.

7. The first question to be considered is as to whether the applicant is a 'workman' so as to be entitled to come within the purview of the definition of the 'workman' as defined under Sec. 2(s) of the Act. The only ground on which the claim of Shri Shukla being a workman is challenged by the Bank is that his total emoluments were near about Rs. 1200 p.m. and that he had supervisory duties to perform in his capacity as an Agricultural Field Officer. With regard to the nature of duties to be performed by Shri Shukla both the parties have given oral evidence in addition to the facts admitted by them in their respective statements of claims.

8. In a case where such a question arises neither the designation of the employee nor his total emoluments are determinative of the question. In every case it is necessary to find as to what are the principal duties to be performed by the employee, what is the main work to be done by him and what are the incidental works to be done by him on the post on which he is appointed. If the main duties to be performed by the employee are of supervisory nature then any incidental work of a clerical nature done by him would not make him a 'workman' for the purposes of the Act.

9. In his statement of claim Shri Shukla has only stated that he is a workman as defined by the Act and he is therefore an 'Award Staff' as understood by the Allahabad Bank Officer Employees (Conduct) Regulations, 1976. As

against this the management states that the nature and character of the duties which were to be and were actually performed by Shri Shukla were of supervisory and managerial nature and that on this ground alone Shri Shukla cannot be treated as a 'workman' for the purposes of this Act. In his rejoinder for the first time Shri Shukla stated that his duties consisted of assisting the farmer in regard to loan proposals, receiving loan application and processing them. These duties, according to him were of clerical nature and he was selected for the post of Agricultural Field Officer because these technical duties could not be performed by anyone without holding some special knowledge of agricultural technology. The management in its rejoinder, however, asserted that the duties of the Agricultural Field Officer required formulation of loan proposals and were of supervisory nature. It would thus appear that conflicting claims have been made by both the parties in their pleadings with regard to the nature of the duties of an Agricultural Field Officer in which capacity Shri Shukla was appointed by the Bank.

10 Shri Shukla examined himself and stated that on his appointment he was not given any written instructions with regard to the nature of his duties, that there were circulars which had bearing on the nature of work to be performed by him and that those circulars were not supplied to him. With regard to the nature of duties to be performed by him on the post on which he was appointed, Shri Shukla has stated that in the discharge of his duties he used to scrutinise applications received from agriculturist for the grant of loans, then submit his proposals to the Regional Manager and that the scrutiny was with a view to determine as to whether grant of loan was or was not justified on the facts and circumstances. He also admits that he used to receive recovery vouchers and make necessary entries in the Account Books. These duties, according to him were to be discharged by him as an Agricultural Staff. Regarding control of staff and the matter of grant of leave and allocation of duties he says that he had no control over them. On being cross-examined he admitted that when he applied for the post in the present Bank he was already holding the post of Agricultural Assistant in the Central Bank of India where he was drawing Rs. 720/- as his total emoluments. In the Allahabad Bank as an Agricultural Field Officer he was drawing Rs. 1198/- per month and that in the office which he was appointed there was a clerk who used to look after the agricultural financing.

11 In para 5 of his cross-examination Shri Shukla further admitted that the post on which he was appointed was classified as a post of Officers Gr III, that Ex M/1 is a copy of the Allahabad Bank Employees (Conduct) Regulations that application received from the agriculturist used to put up by him before the Regional Manager with his recommendations and it was up to the Regional Manager to either grant or reject the application. Some more facts which are admitted by him in para 6 of his cross-examination in my opinion concludes the issue. In that para he admits that as an Agricultural Field Officer it was his duty to see applications for loan advances to agriculturists were disposed of on the due dates, that he was to see the progress of the utilisation of the Bank loan and that for this he had to visit the field of the agriculturist concerned. When asked if he as an officer in Gr III did or did not have control over the staff he professed his ignorance.

12 As against this evidence given by Shri Shukla the Bank examined MW 1 Shri Sharad Chand Soni Deputy Manager who stated that the duties of an Agricultural Field Officer of the Allahabad Bank are as under —

- 1 Processing of loan application
- 2 Recommendation of loan application,
- 3 Recovery of loan advances;
- 4 Preparation of project reports and
- 5 Survey of fields

He also stated that as an Agricultural Field Officer he occasionally was required to do some clerical jobs when some clerks were either absent or when there is a urgency on the part of either party to give or take the loan.

13 From the evidence given by both the parties, it would therefore be clear that Shri Shukla was appointed on the

post of Agricultural Field Officer where his total emoluments were approximately Rs. 1200 per month. He was incharge of receiving applications for loan, processing these applications, recording his own recommendations and then submit the applications to the Regional Manager either for grant or for rejection of loan sought for by the agriculturist. So far his knowledge as a student of Agriculture is concerned the supervisory duties commenced when after the receipt of the application and grant of loan he was to prepare the project reports survey progress of the utilisation of the loan and see that the loans are paid. Had it been a case where in the ordinary course applications for loans are made by persons holding some credit in Bank the mere processing of the applications with final orders by the Regional Manager or other officer concerned would be sufficient. In the case of the loan to an Agriculturist the incumbent on the post of Agricultural Field Officer, which was a post newly created in the Bank duties were not merely of a clerical nature. The Agricultural Field Officer who had special knowledge of agriculture had to be scrutinise these applications, give his own estimates about the genuineness of the loans sought by the agriculturist, supervise the proper utilisation of the loan taken by the Agriculturist, also supervise the progress of utilisation of the loan and report to the Bank Management and finally see that the loans are properly utilised and the work for which loans were sanctioned is in proper progress. In view of these facts which are proved from the oral and documentary evidence of the parties, I am clearly of the view that the main duties performed by Shri Shukla in the Bank as an Agricultural Field Officer were of supervisory nature and the clerical work, if any, done by him in the absence of any other clerk was of only an incidental nature. In the light of this view Shri Shukla cannot be treated as a 'workman' for the purposes of Sec 2(a) of the Act.

14 ISSUE NO 2.—In view of the findings on Issue No. 1 above the question of the dispute raised by Shri Shukla about being or not being an industrial dispute does not arise. The dispute raised by him could have been treated as an industrial dispute only if Shri Shukla had succeeded in proving that he was a workman in the employment of the Allahabad Bank Ltd.

15 ISSUE NO 3.—The jurisdiction of this Tribunal to adjudicate upon the dispute referred to was not challenged by either party. Evidently the Tribunal has the jurisdiction to decide as to whether Shri Shukla is or is not a workman and also to decide whether there is any industrial dispute between him and the Bank. Accordingly, I hold that this Tribunal has the jurisdiction to decide the dispute between the parties.

16 ISSUE NO 4.—Before concluding, I may also point out that in this case Shri Shukla was appointed as per appointment order (Workman's Annex B) dated 14th December, 1977 on probation for a period of one year during which period he was to prove his suitability for the Bank's service. It was also stated in this order that he could be confirmed on this post only after he was to satisfy with his work, conduct and general ability. Shri Shukla took over on 24th January 1978 and his services were terminated vide Bank's letter dated 22nd April, 1978 with one month's salary in lieu of notice. He had thus completed only three month's service of the Bank with one month's notice pay. Even if this one month is treated as service with the Bank then he shall be deemed to have served the Bank for 4 months only. He had thus not completed the one year of probation period. According to the Shastri Award the probation could of six months. The services were terminated within the aforesaid period of six month and one year. He was given one month's pay in lieu of notice. Bank management was therefore within its rights to discharge a probationer when it was found that a misstatement was made by the applicant in his application for appointment. The Bank wanted Master Degree in Agriculture which was not obtained by the applicant. In these circumstances the termination of the services of Shri Shukla was fully justified.

17 In addition to the ground referred to above when it is held that Shri Shukla is not a workman as defined in Section 2(a) of the Act he is not entitled to any relief in the present adjudication on proceedings.

18. The Bank had offered to reconsider the question of re-employment of Shri Shukla on the condition that he was to withdraw his allegations made against the Bank to the Government but it appears that Shri Shukla has not availed of this offer. However, that is a matter with which this Tribunal is not concerned.

19. In the light of the findings given above an award is given as under :—

Shri A. C. Shukla, Agricultural Field Officer is not a workman as defined in the Act and that as he is not a workman there can be no industrial dispute between him and the Allahabad Bank Ltd. The termination of service of Shri A. C. Shukla from the post of Agricultural Field Officer with effect from 22nd April, 1978 was fully justified. Therefore Shri Shukla is not entitled to any relief in the present proceedings.

In the circumstances of this case both the parties are directed to bear their own costs as incurred.

S. R. VYAS, Presiding Officer
[No. L-12012/160/79-D.II(A)]
N. K. VERMA, Desk Officer

New Delhi, the 4th February, 1982

S.O. 774.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. I, Dhanbad, in the industrial dispute between the employers in relation to the management of Bastacolla Colliery of Messrs Bharat Coking Coal Limited, Post Office Dhansar, District Dhanbad and their workmen, which was received by the Central Government on the 29th January, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under Sec. 10(1)(d) of Industrial Disputes Act, 1947

Reference No. 23 of 1981

PARTIES:

Employers in relation to the management of Bastacolla Colliery of Messrs Bharat Coking Coal Limited, Post Office Dhansar, District Dhanbad.

AND

Their Workmen.

APPEARANCES:

For the Employers—Shri G. Prasad, Advocate.

For the Workman—Shri D. Mukherjee, Secretary, Bihar Colliery Kamgar Union.

STATE: Bihar.

INDUSTRY: Coal.

Dhanbad, the 22nd January, 1982

AWARD

By Order No. L-20012(51)/81-D.III(A) dated 16-5-1981 the Central Government being of opinion that an industrial dispute existed between the employers in relation to the management of Bastacolla Colliery of M/s. Bharat Coking Coal Ltd., P.O. Bhansar, Dist. Dhanbad and their workmen in respect of the matters specified in the schedule attached to the order, referred the same to this Tribunal for adjudication. The schedule to the order reads thus.

"Whether the action of the management of Bastacolla Colliery of Messrs Bharat Coking Coal Limited, Post Office Dhansar, District Dhanbad in superannuation Shri Mahadeo Mondal, Oil Mazdoor from service with effect from the 1st July, 1980 is justified? If not to what relief is the concerned workman entitled?"

2. After notice to the parties the union has filed its written statement and a rejoinder whereas the management has filed its written statement-cum-rejoinder.

3. The case of the union as made out in its pleading is as follows. The concerned workman has been working as an

Oil Mazdoor in Bastacolla Colliery with an unblemished record of service. As he was an active member of B.C.K.U. the management was against him and so to victimise him superannuated him with effect from 1-7-80 although the date of birth of the concerned workman was 1-7-30. In the statutory record maintained by the management namely the Form B Register and the identity card issued to the workman, the date of his birth is mentioned as 1-7-1930. The action, therefore, of the management in superannuating the concerned workman with effect from 1-7-80 is illegal and arbitrary. After the illegal superannuation the concerned workman alongwith the sponsoring union represented before the management against the impugned order of superannuation without any effect. So the sponsoring union raised an industrial dispute before the A.L.C. (C), Dhanbad. The conciliation proceeding thus started before A.L.C. having ended in failure the Central Government referred the dispute for adjudication. In these circumstances the union prays that the reference be answered reinstating the concerned workman with full back wages with effect from 1-7-1980.

The case of the management may be briefly stated thus. The concerned workman was employed much before the concerned coal mine was nationalised. Under the provision of Coal Mines Provident Fund Scheme he gave a declaration in writing in Form 'A' saying that his date of birth was 1-7-20. The said declaration therefore was binding on the workman and according to the said declaration he on completion of 60th year was superannuated on 1-7-80. At the time of superannuation the workman could not satisfy the management that the aforesaid declaration regarding his age was a mistake. Therefore the management had no reason to doubt the correctness of the declaration. The date of birth as recorded in the Form B Register is not correct. The old Form B Register maintained by the private management of the colliery before nationalisation was not received by the present management which therefore subsequently prepared its own Form B Register. While preparing such Form B Register a mistake was committed therein by recording the date of birth of the concerned workman as 1-7-30 as per the statement of the workman without verification of the C.M.P.F. record. The incorrect record regarding the date of birth of the concerned workman in the Form B Register prepared by the management was simply copied in the identity card register which was not a statutory one. Therefore in the identity card issued to the workman the mistake regarding his date of birth continued. The entry regarding age in Form B Register is no proof of exact age of the workman. The management is still prepared to send the workman concerned for examination by a medical board if he agrees to it for ascertainment of his real age on the date of superannuation. In these circumstances it is prayed that the union is not entitled to the relief claimed.

In a separate rejoinder the union says that the concerned workman was appointed as Mazdoor on 1-10-59 that as per Mines rule necessary entries were made in respect of the concerned workman including an entry regarding date of birth in the statutory Form B Register maintained by the them management, that the said entries were signed by the concerned workman in token of his admission about the correctness of the entries, that after nationalisation the present management issued the identity card to the concerned workman showing his date of birth as 1-7-30, that the concerned workman never filled up the declaration in Form 'A' as contended by the management, that he was not aware of the date of birth mentioned in the said form, that the other allegations made by the management in respect of the Form B Register are false, that Coal Mine Provident Fund Commissioner informed all authorities not to place any reliance on the date of birth recorded in Form 'A' as according to him there were large scale manipulation in filling up these forms and that on a number of occasions the management had not accepted the correctness of the entry in Form 'A' on the basis of the aforesaid information of the Coal Mines Provident Fund Commissioner.

4. At the time of hearing parties did not choose to adduce any oral evidence. The union simply relied upon two documents which were marked Exts W-1 and W-2. Ext. W-1 is a letter from C.M.P.F. Commissioner to the Regional Commissioner forwarding a letter of G. D. Pandey, Secretary of R.C.M.S. It is said in this letter that C.M.P.F. Organisation cannot certify the correctness regarding entries in Form 'A' as there were large scale manipulation there and that the interpolation in the form can only be detected after the relevant document is examined in a forensic laboratory. Ext. W-2 is a letter of Personnel Manager to Sri A. K. Roy, M.P.,

President, B.C.K.U. in which with reference to a case of one Baba Singh the Provident Fund Commissioner's observation regarding correctness of the entries in Form 'A' as mentioned in Ext. W-1 have been repeated. On behalf of the management the original declaration of the concerned workman before the Provident Fund Commissioner in Form 'A' marked Ext. M-1 has been relied upon showing the date of birth of the concerned workman as 1-7-20.

5. Mr. G. Prasad, Advocate, and Mr. D. Mukherjee for the management and the union respectively have been heard at length. From the written statement-cum-rejoinder of the management it is seen that the case of the management is that the entry showing the date of birth of the concerned workman as 1-7-30 in Form 'B' Register maintained by the management is incorrect. It is the further case of the management that the said entry was made as per the representations of the concerned workman as the management had to prepare its own Form B Register afresh the old Form B Register maintained by the private management not being available. Under Sec. 48 of the Mines Act of 1952 it is the statutory obligation of the management of every mine to maintain a register known as Form 'B' Register of all persons employed in the mine showing in respect of each such person amongst other particulars the age of the employee. This Form 'B' Register is a statutory one. The Form B prescribed under Sec. 48 contains a column for signature or thumb mark of the concerned employee. Rules provide that after the necessary entries in this form are made by the management the concerned employee is to sign in the column reserved for him in token of his acceptance of the correctness of the entries. There is no dispute that in the Form B Register in the present case the age of the concerned workman has been noted as 1-7-30 and that the workman has signed in the column reserved for his signature accepting the correctness of the entries. It is also admitted by the management that the entry in the identity card issued to the concerned workman showing his date of birth is only a copy of the entry regarding age in Form B Register. It is thus clear that in the Form B register maintained by the management in the present case the age of the concerned workman has been given as 1-7-30 and the same has been repeated in the identity card issued to the workman. The management further says that the entry regarding age of the concerned workman in Form B Register is a mistake and that the said entry was only made as per the representation of the workman himself. Even though such a plea has been taken the management has not chosen to examine any witness to say under what circumstances the alleged incorrect entry in the Form B Register was made and as to whether in fact the said entry was made on the representation of the concerned workman. The management has also not examined any witness to show that the old Form B Register which was being maintained by the private management before nationalisation was not handed over to the present management after nationalisation and that therefore the present management had to constitute its own Form B Register afresh. Even accepting this case of the management for the time being it is not explained as to why the management did not consult the declaration of the concerned workman in Form 'A' which had been given to the Provident Fund Commissioner at the time of making entry of the workman's age in the new Form B Register. Form B Register is a statutory register maintained by the management and without any evidence to show that the entry made therein regarding the age of the concerned workman is incorrect and in view of the fact that the correctness of the entry has been accepted by the workman by putting his thumb impression in the said form it is very difficult for the management now to avoid the entry in the Form B Register by saying that it is wrong because it does not tally with the declaration of the concerned workman in Form 'A' before Provident Fund Commissioner in the year 1960. No doubt the date of birth given in Form 'A' Ext. M-1 is the declaration of the concerned workman. But the fact that the concerned workman accepted his date of birth to be 1-7-30 as mentioned in Form B Register by putting his thumb mark in the said register would only go to show that he resiled from his earlier statement in Form 'A'. The latter statement in Form B Register regarding the date of birth of the concerned workman has been accepted both by the management and the workman as management has not chosen to lead any oral evidence to make out a case that the entry in Form B was a mistaken one. It is however true as contended by Mr. G. Prasad that the Form 'A' is a statutory form and under Sec. 37 of the Coal Mines Provident Fund Scheme Act 1948 the particulars in Form 'A' shall be entered in the handwriting of the concerned workman or if he is unable

to write shall be ascertained from him by the employer and entered in the form and that the employer shall obtain his signature and/or thumb impression of the person and sign the certificate on the form at the place provided for the purpose. Ext. M-1 the Form 'A' in the present case shows that the workman has not signed it but has simply put his thumb mark thereon. There is no evidence that the entries in Form 'A' were made as per the instruction of the concerned workman and that he put his thumb mark after having accepted the correctness of the entry made thereon. The manager who has signed the Form 'A' has not been examined by the management. The case of the union is that the entries made in Form 'A' are not correct. Subsequent entry regarding age of the concerned workman made in Form B register by the management contradicts the entry in Form 'A'. It is contended by the management that the entry in Form B regarding date of birth of the workman was given by the workman himself and was accepted by the management without getting the same verified with reference to the entry in Form 'A' in the office of the Provident Fund Commissioner. In these circumstances the workman cannot be bound down to the entry regarding his age in Form 'A'. On the other hand the entry regarding the age of the workman mentioned in the Form B Register maintained under law by the management and accepted by the workman as correct by putting his thumb mark against the entry must bind the management in the absence of any evidence to show as to under what circumstance a wrong entry in Form B was made. Mr. Prasad invites my attention to a decision reported in 2 SCLJ, 1019 (Indian General Navigation and Rly. Co. Ltd. and another Vs. Their Workmen) in support of the management's case that the declaration of the date of birth under rules framed under coal mines provident fund scheme is binding on the workman even though it is in conflict with the date of birth given in the school certificate. In that case the workman was superannuated on the basis of his age as given in Form 'A'. The union challenged the superannuation on the basis of age as recorded in school certificate. Their Lordships while deciding the case have observed that the question raised therein is a pure question of fact and the decision of it depends on appreciation of evidence adduced by the parties before the Tribunal. Before the Tribunal in that case the concerned workman did not examine himself to say as under what circumstances the entry regarding his age in Form 'A' had been made and he also did not file any affidavit before the Tribunal saying that the entry in Form 'A' was wrong. The teacher who had granted the school certificate on the basis of which the workman claimed that he had been superannuated earlier was not examined by the workman. In his place another teacher was examined to prove the certificate and he proved the same by simply recognising the handwriting of the writer. In these circumstances their Lordships have observed in their judgment that the teacher who proved the certificate had no personal knowledge about the entry in it and that he was a mere boy of six years when the entry in the certificate was made. So their Lordship held that the concerned workman not having given any evidence to show that the entry regarding his age in Form 'A' was a mistake and that the probative value of the school certificate proved by a person other than the grantor as stated earlier being nil the workman must be bound by his own declaration made in Form 'A'. This decision, therefore, cannot help Mr. Prasad in any way. In the case before their Lordship the conflict was between an entry made in Form 'A' and an entry made in school certificate. The workman did not adduce any evidence to prove that the entry in Form 'A' was wrong and according to their Lordship the school certificate had no probative value. So their Lordships were fully justified in holding that the concerned workman was bound by his declaration in Form 'A'. In the present case also no doubt the workman has not examined himself to show as to under what circumstance the entries in Form 'A' Ext. M-1 were made. Ext. M-1 however shows that it contains only the thumb mark of the workman. There is no evidence led by the management that the entries in Ext. M-1 were made according to instruction of the workman. Form 'A' Ext. M-1 is of the year 1960. Long thereafter after nationalisation when the management prepared it, new Form B Register there arose the necessity of making an entry therein about the age of the concerned workman. This Form B Register is a statutory register which the management is bound to preserve. While preparing this register management recorded the age of the concerned workman as 1-7-30. This entry according to the management was accepted by workman who put his thumb mark in token of correctness of the entry in the Form 'B' Register itself. At that time management did not take any step to ascertain as to what was the date of birth given

by the concerned workman in Form 'A' before the Provident Fund Commissioner. There being no evidence that the entries in Form 'A' Register which are in English were made as per the instruction of the concerned workman, it has to be held that the date of birth given by the workman while preparing Form B Register is a correct one and the earlier entry regarding his date of birth in Form 'A' is not correct. That apart Exts. W-1 and W-2 one of which is a letter to the R.L.C. from C.M.P.F. and the other is a letter of Personnel Manager to Sri A. K. Roy, M.P., go to show that the Provident Fund Commissioner himself is of the view that the entries in Form 'A' may not be accepted to be correct an account of large scale manipulation and complicity of the staff of Coal Mines Provident Fund and of collieries. Such being the position the management cannot escape by merely saying that entry made by it in Form 'B' Register regarding age of the workman is wrong without examining any witness to say under what circumstances the mistaken entry was made. Coupled with this it may be noticed here that the management's case that the old Form 'B' Register maintained by the private management was not handed over to the present management made out in the pleading has remained as an assertion not having been proved. Further as has been observed earlier there is no evidence that the entry in Form 'A' had been made under the instruction of the workman or that the workman put his thumb mark on the form after understanding the contents thereof. So the action of the management in superannuating the concerned workman on the basis of his date of birth in Ext. M-1 without accepting his date of birth as mentioned in Form 'B' Register maintained by itself is not justified. Further it appears from a circular of B.C.C.L. issued to all General Managers [No. D(P)/PS/MED/77/3741-691(A) dated 26-7-77] a copy of which has been placed before me by the union and genuineness of which is not denied by the management that in case where the age of an employee as recorded in Provident Fund record does not agree with his age as recorded in Form B Register a reference shall be made to the Medical Board for correct determination of the age of the employee before he is superannuated. Admittedly this circular has not been followed by the management before retiring the workman concerned and no reason has been given for this. Mr. Prasad for the management has referred to me an award made by me on 27th June, 1981 in Reference No. 6 of 1981 in which I have held that the entry regarding age of a workman in Form 'A' filed before the Provident Fund Commissioner is binding on the workman because the entries in Form 'A' are his declaration. That case was decided *ex parte* in the absence of the workman. Though in that case there was conflict between entry in Form 'B' register and the entry in Form 'A' the management examined its officer to say that at the time of preparation of Form 'B' Register the old Form 'B' Register maintained by the private management was not available and that therefore the entry in the new Form 'B' Register regarding age of the workman was not correct. In the absence of any contrary evidence the evidence of the officer of the management was accepted. The officer of the management in that case also proved the signature of the workman and of the then manager of the colliery in the Form 'A'. In these circumstances after accepting the evidence of the officer of the management I hold that the entry in Form 'B' Register was wrong and that therefore the entry in Form 'A' in the absence of any evidence to challenge its correctness must prevail. That decision therefore can be of no assistance to Mr. Prasad. In the present case management has led no evidence to show under what circumstances the alleged mistaken entry in Form 'B' Register was made and who made the same. Further it has not been proved by the management that the concerned workman in the present case put his thumb mark on Form 'A' after knowing contents which are in English. Such being the state of things in the present case I hold that the management is bound by the entry regarding age of the concerned workman its own Form 'B' Register which is a later document. Further according to the management the workman accepted the entry made in Form 'B' Register as correct whereas there is no evidence that the workman accepted the entry in Form 'A' to be correct. The onus as per the terms of reference being on the management it has failed to discharge the same.

For the reasons given above I hold that the action of the management in superannuating the concerned workman from service with effect from 1-7-1980 is not justified, that the said order of superannuation is not tenable and that the workman is entitled to reinstatement with full back wages from 1-7-80. It is, however, open to the management to get the concerned workman declared medically unfit for work after he is reinstated and thereafter to terminate his service on

that ground if it so thinks. The reference is answered accordingly. There will be no order for cost.

Sd/-

B. K. Ray, Presiding Officer
[No. 1-20012/51/81-D.III(A)]

New Delhi, the 6th February, 1982

S.O. 775.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the industrial dispute between the employers in relation to the management of West Bokaro Colliery of Messrs Tata Iron and Steel Company Limited, Post Office Ghatatand, District Dhanbad and their workmen, which was received by the Central Government on the 2nd February, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) DHANBAD

Reference No. 26 of 1980

In the matter of an industrial dispute under S 10(1)(d) of the I.D. Act, 1947

PARTIES :

Employers in relation to the management of West Bokaro Colliery of Messrs Tata Iron and Steel Company Ltd., Post Office Ghatatand, Dist. Hazaribagh and their workmen.

APPEARANCES :

On behalf of the employers—Shri S. S. Mukherjee, Advocate.

On behalf of the workmen—Shri B. Lal, Advocate

STATE : Bihar,

INDUSTRY : Coal.

Dhanbad, the 27th January, 1982

AWARD

This is a dispute under S. 10 of the I.D. Act, 1947. The Government of India has sent this reference to this Tribunal by its order No. L-20012(157)/80-D.III.A dated the 25th October, 1980 for adjudication on the following terms :

SCHEDULE

"Whether the action of the management of West Bokaro colliery of Messrs Tata Iron and Steel Company Ltd., Post Office Ghatatand, District Hazaribagh, superannuating Shri Gurudas Ram, Fitter, Rope P. No. 583 with effect from the 1st July, 1980 is justified? If so, to what relief is the said workman entitled?"

2. The concerned workman, Shri Gurudas Ram was employed in West Bokaro colliery of Messrs Tata Iron & Steel Company Limited in 1951. At the time of his appointment the date of birth was recorded in the service book as, 1st July, 1922. The same date was given in Form B register. According to the service record he would superannuate on 30-6-82. On completion of 60 years of age. But subsequently while filling up the declaration form for the CMPF scheme his date of birth was mentioned to be 1st July, 1922. The concerned workman was superannuated 2 years earlier on the basis of the entry of his date of birth as mentioned in the declaration form. The workman's grievance is that the declaration form was written in English which he cannot read and write, and that his date of birth to be 1st July, 1922 which was wrongly recorded to be 1-7-1920. According to the concerned workman he was wrongly superannuated while he has still 2 years to do his job. According to him he has been victimised for his union activities.

3. The case of the management is that the date of birth of Shri Gurudas Ram was recorded in the service card as 1-7-1922 and in the CMPF record as 1-7-1920. On account of the above discrepancy in the date of birth a letter dated 18-3-66 was addressed to Shri Gurudas Ram about the discrepancy.

pencies, and he was given 3 months time to confirm as correct either of the above two dates of birth, and if he did not accept either dates to be correct, to give the correct date of birth with the documentary evidence in support of the same. He was further informed by the aforesaid letter that if he had any such documentary evidence he would have to undergo medical examination by the colliery medical board whose opinion about his age would be final. The concerned workman was further informed by the above letter that if he did not respond within 3 months, the date of birth as per Coal Mines Provident Fund record would be treated to be final. According to the management Shri Gurudas Ram did not reply to the above letter dated 18-3-66 nor took any steps as directed in that letter. The management therefore had no option but to treat 1-7-1920 as the date of his birth. The further case of the management is that at the request of the recognised union, i.e. Kashtiya Colliery Mazdoor Sangh all the employees of West Bokaro colliery were informed by a circular dated 7-5-77 that those who wanted to get their date of birth corrected should apply to the departmental heads before 1st July, 1977 with proper documents in respect of their claim. The concerned workman Shri Gurudas Ram made no application for the correction of his date of birth. On the above ground the management hold that the action of the management in superannuating Shri Gurudas Ram with effect from 1st July, 1980 was justified.

4. In respect of his case the concerned workman, Shri Gurudas Ram has been examined as WW-1. He has supported his case with regard to the date of birth being 1st July, 1922. According to him he happened to be in military service and after being discharged with the discharge certificate he was employed in West Bokaro colliery in the year 1951 as fitter. In his evidence he has said that the military discharge certificate has been lost. He has further said that the declaration form with regard to his contribution in provident fund was prepared, but it was neither read over nor explained to him. According to him he cannot read or write English. His evidence is that he received communication from the management in the year 1966 that his age was recorded in the declaration form as 1-8-1920 while in his service record it was 1-7-1922. He has admitted that he was asked to state as to which of the date was correct. According to him he replied in writing that his correct date of birth was 1-7-1922, and thereafter he received no communication from the management with regard to his age. His evidence is that he was dismissed twice by the management in the past and both the times he got reinstatement by virtue of Tribunal award.

5. The declaration form was called for from the Coal Mines Provident Fund Office, Ranchi and produced in this court by Shri S. C. Das, MW-1 assistant of the Coal Mines Provident Fund Office, Ranchi. MW-2 is Shri Mirja Hassan Majur Beg, who is a clerk in West Bokaro colliery since 1948. He has proved the signature of Shri K. Roy, manager of West Bokaro Colliery on this document, which has been marked Ext. M-1. He has also proved the signature of Shri Gurudas Ram which has been marked Ext. M-1/2. MW-3 is Shri Shyam Krishna Prasad a clerk in the Accounts Department, West Bokaro colliery. His evidence is that the declaration form has been filled up by Shri M. Chatterjee, Provident Fund clerk. The declaration form has been proved by him and it has been marked Ext. M-1/2. MW-4 Shri P. Akhauri is a Personnel Officer in West Bokaro colliery. He has come to prove a letter Ext. M-2 which was addressed to Shri Gurudas Ram in 1966. He has also proved the circular, Ext. M-3 appearing the signature of the Divisional Manager, Shri B. S. Rao. MW-5 Shri Manasa Chatterjee is the provident fund clerk of West Bokaro colliery since 1960. He has come to say that the declaration form, Ext. M-1/2 was filled up by Shri S. C. Gupta the then provident fund clerk. According to him Shri S. C. Gupta is dead. His further evidence is that it also bears the signature of Shri R. K. Pillai, the then Accountant.

6. It will appear that the trouble in this case arose on account of the age mentioned in the declaration form of the Coal Mines Provident Fund office prepared in respect of the concerned workman, Shri Gurudas Ram. The date of birth recorded therein shows 1-7-1920. The management filed a copy of the service card showing the date of birth to be 1-7-1922. On the top of the service card is mentioned 1-7-1920 (CMPF). The original service card had not been produced nor form B register showing his date of birth. Shri S. S. Mukherjee, Advocate for the management has argued that it is an admitted position that 1-7-1922 has been recorded in the service card and in Form B register. According to him there was discrepancy on account of his entry of date

of birth recorded in the declaration form of the CMPF. What he means to say is that this declaration form is a statutory requirement and there should not have been any discrepancy in the age as recorded in the service card maintained by the employer and in the declaration form maintained by the CMPF Office. According to him whatever may have been the reason for discrepancy, it was necessary that this discrepancy should have been removed. It was for this reason that a letter was addressed to the concerned workman which is Ext. M-2. This letter is dated 18-3-66 addressed to Shri Gurudas Ram, fitter. It was pointed out that as per service card maintained by the management the date of birth was 1st July, 1922 and as per CMPF record his date of birth was on 1-7-1920. He was therefore required to confirm either of the above two dates of birth as correct or if he did not accept any of the two dates to be correct he was to state the correct date of birth within 3 months from the receipt of that letter with documentary evidence in support of his contention. It was pointed out that this precaution was taken to avoid dispute that may arise otherwise in future when the question of his superannuation would come up for consideration. It was further pointed out that if the workman accepted his date of birth as per service card to be correct, he would be required to make an endorsement to that effect in the service card, and also to apply to the CMPF in order to amend their record accordingly. It was specified that in case he takes no step, the date of birth as per CMPF record would be considered as final and any objection to that date would not be as valid at any time after the expiry of 3 months from the date of receipt of that notice.

7. Now, Ext. M2 is a very important document which has left no doubt as to the intention of the management to get the discrepancy rectified. According to the concerned workman he replied to that letter, Ext. M2 stating that his date of birth was 1-7-1922. According to the management no such reply to Ext. M2 was received. Shri S. S. Mukherjee has said that the office of the West Bokaro colliery is an organised office where papers are maintained and there is no reason why the management should withhold the reply of the concerned workman. Moreover, the concerned workman was not only to declare the correct date of birth but to do some further acts. For instance if he had accepted the date of birth as mentioned in the service card as correct, he had to make an endorsement to that effect in the service card itself and to apply to the Commissioner, Coal Mines Provident Fund office for rectification of his age. Now, neither of these two things were done by the concerned workman. Shri S. S. Mukherjee says that if the concerned workman replied to Ext. M2 stating that the age mentioned in the service card was correct, the management would have naturally asked him to follow it up by making endorsement to that effect in the service card and also to apply to the Commissioner, Coal Mines Provident Fund for correction of his age. This shows that the concerned workman kept silent and made no reply to the notice, Ext. M2. According to Shri Mukherjee the management had to accept the age as mentioned in the declaration form, Ext. M1/2, because the date of birth as mentioned in the CMPF should not be contradictory to the date of birth as mentioned in the service card. What he means to say is that due to this discrepancy in the date of birth the management needs the co-operation of the workman which is an absolute necessity as he had to apply for the correction of the same. But since he kept silent the management had no option but to accept the age as given in the declaration form. There is a good deal of sense in the argument and I must say that this is the proper action which the management could have taken due to the discrepancy in age in the two documents, i.e. service card and the declaration form. It is clear that the concerned workman did not avail of this opportunity to get his age corrected. I may repeat that through Ext. M2 the management has made the position clear to the workman and even stated that on his failure to comply with the requirement as mentioned in Ext. M2 the date of birth mentioned in the CMPF record would be accepted as final for the purpose of his superannuation. Shri S. S. Mukherjee has pointed out that another opportunity arose for the workman to get his age corrected as shown by the circular, Ext. M3 of the year 1977. In this circular the concerned workman had opportunity to get his age corrected, but again he did not avail of the opportunity. It is clear that the concerned workman has suffered on account of his own lapses and not on account of any vindictive attitude on the part of the management in asking him to superannuate from 1-7-1980.

8. Thus having considered all the facts, I hold that the action of the management of West Bokaro colliery of Messrs

Tata Iron and Steel Company Limited, Post Office Ghatatand, District Hazaribagh in superannuating Shri Gurudas Ram, Fitter, Rope P. No. 583 with effect from the 1st July, 1980 is justified. Consequently, the concerned workman, Shri Gurudas Ram is entitled to no relief.

This is my award.

J. P. SINGH, Presiding Officer
[No. L-20012(157)/80-D.III(A)]

New Delhi, the 6th February, 1982

S.O. 776.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad in the industrial dispute between the employers in relation to the management of Central Mine Planning and Design Institute Limited, B. P. Agarwala Building, Post Office Dhansar, District Dhanbad and their workmen, which was received by the Central Government of the 2nd February, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under Sec. 10(1)(d) of I.D. Act
Reference No. 45 of 1981

PARTIES :

Employers in relation to the management of Central Mine Planning and Design Institute Limited, B. P. Agarwala Building, Post Office Dhansar, District Dhanbad.

AND

Their Workmen.

APPEARANCES :

For the Employers—Shri R. S. Murthy, Advocate.
For the Workmen—Shri D. Mukherjee, Advocate.

STATE : Bihar, INDUSTRY : Coal.

Dhanbad, the 25th January, 1982

AWARD

By Order No. L-20012/66/81-D.III(A) dated the 27th July, 1981, the Central Government being of opinion that an industrial dispute existed between the employers in relation to the management of Central Mine Planning and Design Institute Limited, B.P. Agarwala Building, Post Office Dhansar, District Dhanbad and their workmen in respect of the matter specified in the schedule attached to the order, referred the same for adjudication to this Tribunal. The schedule to the order reads thus :

"Whether the demand of the workmen of Central Mine Planning and Design Institute Limited, B.P. Agarwala Building, Post Office Dhansar, District Dhanbad that Sarvasbri D. C. Dutta and M. R. Dutta should be given higher promotional benefits and other facilities as enjoyed by their ex-colleagues of Coal Board who are presently in Messrs Bharat Coking Coal Limited, is justified? If so, to what relief are the concerned workmen entitled?"

2. After notice to the parties, they have filed their written statements and rejoinders.

3. The case of the management as per its pleading is as follows. CMPDIL not being a mine the Central Government is not the appropriate Government to make the reference of the dispute. The concerned workmen being employed in CMPDIL in supervisory capacity on wages exceeding Rs. 500 per month at all relevant time they are not workmen as defined in I.D. Act and so the reference is invalid. The claim of the concerned workman being for the pay scale of posts which fall in executive cadre and the personnel in the said executive cadre being required to discharge a managerial function the issue covered by the reference falls outside the scope of an industrial dispute. The Coal Board was established under the Coal Mines (Conservation, Safety and Development) Act, 1952. The said board was abolished with effect

from 1-4-75 and the aforesaid enactment was substituted by Coalmines (Conservation and Development) Act, 1974. A notification was issued by the Central Government under the latter enactment by which the employees of the erstwhile Coal Board automatically were to become employees either of B.C.C.L. or of Coal Mines Authority Limited with effect from 1-4-75 depending on the provisions of the notification. On 1-11-75 Coal India Ltd. was established as a result of re-organisation of Coal Industry in public sector after nationalisation of the privately owned coal mines in 1972 and 1973 and Coal India Ltd. became the successors of Coal Mines Authority Ltd. The Coal India Ltd. became the holding company and B.C.C.L. became a subsidiary company of the said holding company alongwith Eastern Coalfields Ltd., Central Coalfields Ltd., Western Coalfields Ltd. and the Central Mine Planning and Design Institute Ltd. Therefore all the Coal Board employees became the employees of the holding company or of the subsidiary companies in which they were posted from time to time. The pay scale of a Surveyor in the Coal Board was Rs. 550-15-380-EB-20-640-EB-20-700 while that of Sr. Surveyor was Rs. 700-30-760-35-900. Under the Coal Board, a surveyor had a promotional avenue for the post of Sr. Surveyor. On 1-4-75 the wage structure of the employees of the coal industry came to be governed by NCWA-I Under that agreement the scale of a mine surveyor was Rs. 592-32-848-36-992. At that time there was also a post of a Head Surveyor in the same scale of pay with a higher starting from Rs. 752 P.M. On a demand made by the Mines Surveyors' Association, the post of Head Surveyor was abolished. As a result of this decision a Surveyor and Head Surveyor became eligible for consideration for promotion to the post of Asstt. Survey Officer in E-I. Thereafter with effect from 1-1-79 there was a further revision of the pay scale for employees of the coal industry under NCWA-II. Under this agreement the pay scale of a surveyor was revised and a new scale of Rs. 722-42-1058-44-1278 was adopted. The two concerned workmen were previously surveyors under the Coal Board and after the abolition of the board they were posted in BCCL with effect from 1-4-75 and thereafter in CMPDIL with effect from 1-9-76. This transfer became necessary because the CMPDIL took over the planning cell of BCCL alongwith its employees including the two concerned workmen. Even otherwise the employees of one subsidiary company of Coal India Ltd. are liable to be transferred to another subsidiary company or to the holding company. Similarly an employee of Coal India Ltd. was liable to be transferred to any one of the subsidiary companies. The two employees exercised their option to the new pay scale for the surveyors with retrospective effect from 1-4-75. As a result of this option the basic pay of the two concerned workmen became Rs. 992 P.M. under NCWA-I. On the introduction of the pay scale under NCWA-II with effect from 1-1-79 the pay of the concerned two workmen was fixed at the stage of Rs. 1146 and they continued to draw subsequent increments in that scale. The two concerned workmen exercised their option when they were in CMPDIL and had been absorbed in that organisation. Necessarily, therefore, they are to seek promotional avenue in CMPDIL according to the promotion rules and availability of vacancy in CMPDIL. Some other surveyors working in Coal Board were absorbed in B.C.C.L. and they were senior to the two concerned workmen even in the Coal Board. These surveyors who had been absorbed in BCCL were promoted to executive rank according to the promotional rules and according to vacancies in that company. In this view the claim of the two concerned workmen that they should have the same scale of pay and benefits admissible to these surveyors who had been promoted to executive rank in BCCL is not at all tenable. The two concerned workmen having been absorbed in CMPDIL long back they cannot claim to be equated with their former colleagues who have been promoted to executive rank. In fact the ex-coal board employees of different categories were posted in different subsidiary companies and thereafter they have been transferred in exigency of work to another subsidiary company. Such employees take their changes for promotion according to promotion rules in force in the company to which they are transferred. On these grounds the management asserts that the claim of the union is not justified.

The case of the union may be briefly stated thus The two concerned workmen namely M. R. Dutta and D. C. Dutta were appointed as Surveyors on 6-12-60 and 31-12-80 in the Coal Board in the C.P.C. pay scale respectively. As per the provision of Coal Mines Conservation and Development Act, 1974 the two concerned workmen on their transfer became employees of B.C.C.L. with effect from 1-4-75 without effecting their service conditions before that date. After their

transfer they continued to enjoy the C.P.C. pay scale. They were again transferred to CMPDIL with effect from September, 1976 without their prior consent. Under CMPDIL also the concerned workmen enjoyed C.P.C. scale. While working in CMPDIL the two concerned workmen were promoted as Sr. Surveyors in C.P.C. pay scale with effect from 30-5-77. Thereafter management asked the two workmen to opt for NCWA-I pay scale with retrospective effect and the concerned workmen opted for the same. After exercising their option their basic pay were fixed at Rs. 952 per month in the scale of Rs. 592 to 992. The concerned workman reached the maximum pay scale in the year 1976. With effect from 1-1-79 the management fixed the pay scale of the concerned workman under NCWA-II and fixed their basic pay at Rs. 1234 in the pay scale of Rs. 722—1278 in the year 1979 S/Shri R. K. Mitra, S. K. Bhattacharjee, S. Ghatak and Md. Suleman were Surveyors under the Coal Board and on abolition of Coal Board they became employees of BCCL with effect from 1-4-75. The management of B.C.C.L. promoted the said workmen to executive rank is E-2 with effect from 18/23-6-79. On their promotion they are drawing pay in a higher scale of pay and are also getting other benefits. The concerned workmen who were transferred to CMPDIL are still retting as Surveyors. Therefore the concerned workman approached the management several times for higher promotional benefits as available to their colleagues in BCCL. The management in response to the representation informed the association of which the two concerned workmen were members, that the Head Office had directed the management to promote the concerned workmen to executive rank in E-2. This however was not done. So, the concerned workmen through their association raised a dispute before the A.L.C. (C), Dhanbad and the conciliation proceeding initiated before the A.L.C. having failed the Central Government has referred the dispute to the Tribunal. Even though transfer of employees from one subsidiary company to another is permissible the two concerned workmen cannot be deprived of their promotional benefits which their juniors, namely, S/Shri R. K. Mitra, Sudarshan Mondal and Sudhakar Ghose have got in BCCL. The two concerned workmen therefore on their transfer to CMPDIL without their consent have lost their promotional chance in BCCL and it is therefore necessary that they (the two concerned workmen) should be given the same benefits now being enjoyed by their colleagues in BCCL. On these allegations the union prays that the reference may be answered in their favour.

4. At the time of hearing the union besides examining one of the two concerned workmen has relied upon as many as nine documents. Of these documents Ext. W-1 is the office order showing transfer of employees from Coal Board to BCCL, Ext. W-2 is the order of transfer of the two concerned workmen to CMPDIL, Ext. W-3 is the seniority list of the employees under Coal Board on 19-4-69, Exts. W-7, W-8 and W-9 are letters asking the two concerned workmen to attend interview for their selection for promotion and the rest are representations of the workmen to the management. On behalf of the management neither any witness has been examined nor it has relied upon any document.

5. On the aforesaid evidence led by the parties and on their pleadings as mentioned above Mr. R. S. Murthy, Advocate, for the management and Mr. D. Mukherjee for the union have been heard at length in support of their respective cases. The grievance of the union is as follows the two concerned workmen who were originally serving under Coal Board as surveyors on abolition of the Coal Board were transferred alongwith other surveyors to B.C.C.L. Of all the other surveyors who were transferred from the Coal Board to B.C.C.L. alongwith two concerned workmen S/Shri S. K. Bhattacharjee and S. Ghatak are 'admittedly seniors to the two concerned workmen whereas two other surveyors namely Sudhakar Ghose and Sudarshan Mondal who were also transferred at the same time alongwith the two concerned workmen to B.C.C.L. are juniors to the two concerned workmen. The two concerned workmen in September 1976 were transferred to CMPDIL without their consent. Thereafter even though they have reached the maximum stage in the pay scale admissible to them as surveyors they are retting at that stage in CMPDIL. The other surveyors who were left behind in B.C.C.L. have been promoted to executive rank and are enjoying higher benefits on their promotion. Therefore it is contended by Mr. Mukherjee that the two concerned workmen having been transferred to CMPDIL without their consent are suffering while their colleagues, namely, the surveyors left behind in B.C.C.L. are enjoying advantage of promotional benefits. Mr. Mukherjee, however concedes that S/Shri S. K.

Bhattacharjee and S. Ghatak the two surveyors who were transferred alongwith the two concerned workmen from the Coal Board to B.C.C.L. being senior to the two concerned workmen he (Mr. Mukherjee) can have no grievance so far as the promotions of Shri Bhattacharjee and Shri Ghatak are concerned. Mr. Mukherjee however lays emphasises on the fact that S/Shri Sudhakar Ghose and Sudarshan Mondal who are admittedly juniors to the two concerned workmen have been promoted to executive rank in B.C.C.L. because they were not transferred to CMPDIL while the two concerned workmen are retting as Surveyors for no fault of theirs. This according to Mr. Mukherjee is a discrimination which should be removed. Therefore it is urged that the two concerned workmen should be given the same benefits which their junior counterparts in B.C.C.L. have got on being promoted to executive rank. The factual position that S/Shri S. K. Bhattacharjee and S. Ghatak are seniors to the concerned workmen and that S/Shri Sudhakar Ghose and Sudarshan Mondal are juniors to the concerned workmen is not disputed by Mr. Murthy. Mr. Murthy does not dispute that the aforesaid two junior surveyors in B.C.C.L. have been promoted to executive rank in B.C.C.L. whereas the two concerned workmen have not been promoted in CMPDIL. He, however, argues that as per the admission of the union Coal India Ltd. which is the holding company have the power to transfer employees from one subsidiary company to another subsidiary company under them. This position is also not disputed by Mr. Mukherjee. In this connection reference may be made to paragraph 12 of circular No. 38011/1/74-CAF dated 27th September, 1975 Government of India, Ministry of Energy, Department of Coal, a copy of which has been filed by Mr. Murthy. In the said paragraph it is said that transfer of personnel in the lower scales of pay from one company to another is not envisaged though there should be no bar to such transfers on administrative grounds. In view of the aforesaid provision Mr. Mukherjee rightly does not challenge the transfer of the two concerned workmen from B.C.C.L. to CMPDIL in September, 1976. It follows therefore that for this transfer consent of the two concerned workmen was not necessary. Further their being nothing to show that the transfer of the two concerned workmen was a motivated action on the part of the management and nothing having been shown by the union that the transfer of the two concerned workmen from B.C.C.L. to CMPDIL was mala fide move on the part of the management and was intended to victimise the two concerned workmen, the transfer must be held to be valid and binding. Mr. Murthy then argues that under rules framed by the holding company Coal India Ltd. the employees of each subsidiary company are only entitled to be considered for a promotional post in that company according to their seniority in the company. In other words promotions to posts upto Grade E-IV are made companywise. This contention of Mr. Murthy is based on paragraph 4.3 in Chapter IV of 'Common Coal Cadre' framed by Coal India Ltd. The said paragraph reads thus :

"Promotion of Executives Within Each Company and on all Company Basis.
Intra Company Promotions

The companies may held meetings of Departmental Promotion Committees as per approved composition for considering officers for promotion from one grade to another upto E-5 grade, i.e. Rs. 1550—2075, and issue orders of promotion against existing vacancies."

In the present case the promotion claimed by the two workmen is from the post of Surveyor either to Grade E-1 or Grade E-2. So in such a case according to the aforesaid paragraph promotion has to be made companywise. Therefore because a junior surveyor in B.C.C.L. has been promoted to a higher post in that subsidiary company in which he serves, his senior counterpart in CMPDIL which is a different subsidiary company can have no grievance. This position has been clearly indicated in the paragraph quoted above which prescribes the rules for promotion of employees in different subsidiary companies. That apart one of the two concerned workmen who has been examined in the case as WW-1 has also admitted this position in his deposition. Such being the state of affairs the two concerned workmen working in CMPDIL can have no grievance because their junior counterparts in BCCL have been promoted to executive rank. By no stretch of imagination a case of discrimination can be made out to show that the two concerned workmen have been arbitrarily discriminated as against their juniors serving in BCCL. The position as per rules which have the binding effect as law each subsidiary company under the holding company is a

separate entity and the employees of that company upto Grade E-4 cannot be compared with their counterparts in another subsidiary company. Promotion of employees in one subsidiary company will depend upon the procedure and rules relating to promotion prevailing in that subsidiary company. That being so unless the two concerned workmen show that their right to be considered for promotion has been denied to them arbitrarily as per rules and procedure prevalent in CMPDIL, they cannot claim the relief asked by them because some of their juniors in BCCL a different holding company have been promoted. Further promoting an employee to a higher post is a managerial function. An employee as a matter of right cannot claim promotion by virtue of his seniority alone. Law is, however, settled even though an employee cannot claim promotion as a matter of right he can have a claim to be considered for promotion and when he has been deprived of that he can raise a valid dispute before the Tribunal. Therefore it has to be seen whether in the present case the two concerned workmen have been deprived of their right to be considered for promotion. It is admitted by WW-1 that after the two concerned workmen were transferred to CMPDIL in pursuance to a letter of the management Ext. W-7 both the workmen appeared in an interview held by the management for promoting surveyors to executive rank. The witness however says that the results of interview was not published. It is no doubt true that the management has not produced any document to show that either nobody was selected in the interview or the two concerned workmen were not selected for promotion. But the witness admits that under another letter of the management Ext. W-8 he was again called for an interview for the purpose of promotion. This clearly indicates that he was not selected in the earlier interview. WW-1 however admits that he did not appear in the interview mentioned in Ext. W-8 although others appeared. According to WW-1 the management hold a third interview for selection of executive post from amongst surveyors in 1981 during the pendency of the present dispute. Both the concerned workmen according to WW-1 were called for interview. WW-1 did not appear in the interview although he as per his evidence persuaded the other concerned workman to appear in it. The other concerned workman it is admitted by WW-1 was not selected in the interview. Such being the position as per the evidence of WW-1 the only witness for the union it has to be held that management has been holding interviews for promotion of surveyors to the executive rank from time to time and that even though the two concerned workmen appeared in some of the interviews they were not selected for promotion. So it cannot be said that the two concerned workmen were deprived of their right to be considered for promotion. So the union can have no grievance that the two concerned workmen have not been promoted to executive rank and have therefore not been given the benefits which their junior counterparts in BCCI are getting after their promotion. The other points of law raised by the management in its written statement that CMPDIL not being a mine the Central Govt. is not the appropriate authority to make the reference and that the concerned workmen being employed in supervisory capacity and their pay per month being more than Rs. 500 they are not workmen and so the reference is invalid are not pressed by Mr. Murthy. So the reference is answered on the footing that the same is valid in all respects.

For the reasons given above I find that there is no merit in the union's case and I held that the demand of the concerned workmen for being given higher promotional benefit and other facilities as enjoyed by their ex-colleagues of Coal Board who are serving under M/s. B.C.C.L. is not justified and they are not entitled to any relief. The reference is answered accordingly. There will be no order for cost.

B. K. RAY, Presiding Officer.

[No. I-20012/66/81-D.III(A)]

S.O. 777.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Arbitrator in the industrial dispute between the employers in relation to the management of the Central Automobile Workshop of Messrs Bharat Coking Limited, Godhur, Post Office Kusunda District Dhanbad and their workmen which was received by the Central Government on the 1st February, 1982

BEFORE J. N. SIMI OTE DEPUTY CHIEF LABOUR
COMMISSIONER (C) DHANBAD AND ARBITRATOR
UNDER SECTION 10A OF THE INDUSTRIAL DIS-
PUTES ACT, 1947

PARTIES

Central Automobiles Workshop of M/s. Bharat Coking
Coal Ltd. Godhur P.O. Kusunda, Distt. Dhanbad.

AND

Bihar Colliery Kamgar Union, Dhanbad through its
Secretary on behalf of workers

APPEARANCES

For Employer—1 Shri S. S. Mukherjee, Personnel
Masager M/s. Bharat Coking Coal Ltd. 2. Shri
R. S. Murthy, Advocate.

For Workman.—1. Shri D. Mukherjee, Secretary Bihar
Colliery Kamgar Union, Jharnapara, Dhanbad.

AWARD

No. 1/(15)/81 Dy-CLC(C) INDUSRY : Coal

The Senior Transportation Officer, Central Automobiles Workshop of M/s. Bharat Coking Coal Ltd., Godhur, P. O. Kusunda, Distt. Dhanbad (employer) and Secretary, Bihar Colliery Kamgar Union, Dhanbad (representative of Shri Hassan Ansari) agreed to refer the dispute noted below for my arbitration under Section 10A of the Industrial Dispute, Act, 1947.

Terms of reference.—

"Whether the demand of Shri Hassan Ansari that he should get category V Wages w.e.f. 21-11-1975 and Category VI wages with effect from 1-8-79 on the basis of nature of job performed by him is justified & if so, what relief he is entitled?"

The said Arbitration agreement was published by the Govt. vide their order No. I-20013(2)81 D. III-A dated 18-7-1981. The period during which the Award is to be gives has been fixed for seven months from the date of the publication of the agreement (after an agreement between the parties to extent the period from initial period of 3 months).

2. In their written statement Union emphasised that since 21-11-1975, Shri H. Ansari has been working meritoriously and independently with unblemished record of service at Godhur Workshop. It was pointed out in the evidence statement that Shri Nepal Ram was the only other Auto Mechanic in the workshop till 19-12-1975 when Shri Karoo Prasad joined. He gave the details of the during performed by them from December, 1975 as under :—

1. Testing of Vehicle—Jee, Fiat and Ambassador, Diesel Truck.
2. Detecting of the defect and repairing thereof. If necessary.
3. Re-Assembling thereof
4. Over-hauling of gear box.
5. Differential over-hauling.
6. Break over hauling.
7. Over hauling of Steering.
8. Tuning of Engine.
9. Carbon Suspension
10. Clutch over-hauling.
11. Pressure-plate
12. Propeller Shaft-Cross bearing-repairing/fitting thereof.
13. Testing and handling of the F/W.

He performed all the jobs stated supra as job card will show. Further more the said work was being done independently and a helper was being provided. He produced few documents to show that he had done all type of jobs Ex-W-2(H) relates to job No. 22/78 dated 10-1-78. Shri Sinha the then Asstt. Engineer assigned the job of Engine

Suspension, Steering and Brake over-hauling to S/Shri Man-toon and Hassan Ansari, W-3(H) showing that Shri Hassan Ansari was given the job of Tuning amongst others (Job No. 186/78 dt. 6.3) Job No. 12/78 was assigned to Shri H. Ansari by the Suptd. Engineer himself and the job related to Engine tuning amongst others. Job Nos. 186/78 and 12/78 were to be done by Shri H Ansari alone and independently.

Shri Ansari further added that before joining Godhur Workshop he had worked as a Motor mechanic at Rajani Motors (P.) Ltd. from 1969 to 1975. Shri Ansari during cross examination pointed out that after him all the Auto-mechanics were appointed to Category V. It was incorrect to say or to suggest (according to him) that the work in the workshop was mere of Petrol Engine. He had training at M/s Hindustan Motors for a week on Petrol Vehicles in regard to suspension, steering, gear box, differential, engine, tuning, brake, clutch, propeller shaft etc. In regard to job No. 22/78 (Ext. W-2(H)) he clarified that since the work involved was more, two persons were given that job. He denied the suggestion that he was working as helper to Shri M. Benjamin. He asserted that he had done overhauling of Engines both petrol and Diesel. According to him he has carried out overhauling of 8 to 9 engines.

3. The union laid emphasis on the allegation that the management was bent upon to victimise the worker for his trade union affiliation. S/Shri Ali Mistry, M. Benjamin and K. P. Mukherjee (who were juniors according to him) were promoted to Category VI w.e.f. 1-8-79 though they are performing the same job as done by him. He was not released for heavy moving machinery training and this shows that his work remained of utmost necessity and is indispensable for the management.

4. It was mentioned on behalf of the management that the designations of fitters/mechanics are synonymous and interchangeable. The Standardisation Committee has specifically considered the question of Auto mechanics in regard to Rope Way sections and laid down job specification of Auto mechanics. This was to come into force with effect from 1-4-1980. It laid down that Auto mechanic Cat-V should be capable of dismantling, repairing and reassembling petrol and diesel engines. He should be able to detect mechanical faults and rectify them independently. And then that which has been laid down for Ropeway Section should hold good for other sections also. The management gave background of recruitment of Shri Ansari as under :—

When the new workshop was started, the management could not find adequately qualified trained and experienced skilled workers to man the workshop. There fore, it was decided to make recruitment. In this process, considering the type of candidates sponsored by the Employment Exchange and after interviewing them, some of them were employed as Auto mechanics in Category IV. The intention was to train them in the jobs performed by these workers in the workshop to enable them to acquire the necessary skill competence knowledge etc. In pursuance of the same intention the workers selected were sent for one week's training at Hindustan Motors Calcutta and Tata Engineering and Locomotive Co. Ltd, Jamshedpur for two weeks.

That the job to be performed by these workers in Cat. IV is equivalent to that required to be executed by fitters in Cat. IV. The designation "Auto mechanic" given to these workers is not decisive.

The management continued their case on the following lines :—

Shri Hassan Ansari was selected for Category IV and appointment letter was issued to him. It is not open to the worker to refile from the contract and if the contract of employment is to be abrogated he ceases to be an employee of the management. A reference was made to 1961-2 L.I.-89 to emphasise that the claim is also state and should be discouraged. His nature of training and experience at the time of employment were not as to make him fit for appointment in any higher category than Cat. IV. Even

after joining BCCL he has not acquired such high skill as to be able to attend independently to diesel or petrol engines. He has been attending to minor jobs only. And then promotion is a sole management function and it is the best judge of the suitability or otherwise of its employees for promotion. The factor of proficiency, skill, knowledge, application thereof conduct of the workman etc. are relevant. Shri S. P. Sinha, Executive Engineer (Automobile) gave evidence on behalf of the management. When Shri Hassan Ansari was recruited Shri Sinha was as Asstt. Automobile Engineer at Godhur Workshop and is aware of skill and proficiency of workers there including Shri Hassan Ansari. According to him an Auto-mechanic at Godhur Workshop is required to do the following jobs :—

Engine overhauling, Clutch-overhauling, Gear Box-overhauling, Differential over-hauling, Break-overhauling, Steering overhauling and suspension overhauling, propeller shaft overhauling.

Shri Sinha stated that Shri Hassan Ansari was not engaged for overhauling or dismantling the Engine or Assembly. He was never engaged for tuning the Engine. In the workshop the work relate to Vehicles only. He also clarified that "Job-Register" is the only document which can show as to whether Shri H. Ansari had worked under supervision of somebody else. In regard to actual work done by Shri H. Ansari he replied that the records alone will show actual work done by Shri Ansari and that he did not remember details. He categorically asserted that the work of the Ropeway is quite different in comparison with Motor Vehicles. Furthermore, the management had no bias or prejudice against Shri Hassan Ansari. At one stage Shri Sinha added that he was not engaged for overhauling or dismantling of the engine or assembling. He was never engaged for tuning the engine. He however, stated that tuning was done by Shri M. Ansari and Mr. Ali. In regard to work of overhauling there was a gap of S/Shri Aziz Ahmed Ansari (Shri Aziz Ansari was being assisted by others). When there was more work another person was also deputed. He admitted that W. 2(H) (job 22/78) was done by S/Shri M. Benjamin and Hassan Ansari. He also admitted having signed over W-3CH) Job No. 186/78. In regard to W-4(H) (Job 12/78) he stated that the document indicates that the work was assigned to Shri H. Ansari. But in line with his previous statement probably he added that from the job register it can be confirmed as to whether only Hassan Ansari has done or some others have joined him. (None of the parties produced the entries of job Register specifically). According to him (Shri S. P. Sinha) Senior experienced Auto mechanics used to detect the Mechanical faults after testing the vehicle. In the workshop the work relate to vehicles only and added "to my knowledge one who handles automobile Vehicles e.g. Cars Jeep, Trucks are called Auto Mechanics". When questioned about duties etc in different categories he clarified the position as under :—

"I do not re-called as to whether any criteria was fixed for categorisation of candidates in different categories Marks were however given to each candidate considering his experience and test-performance. Category to be given to the selected candidates was decided by the company Headquarters-probably Personnel branch....The work of Rope way is quite different in comparison with Motor Vehicles."

When he was asked to clarify the statement given by him previously regarding Hassan Ansari having not done tuning work etc, he stated that a reference be made to the job-register. Question and answer is re-produced below with an intention to high-light the position taken by the witness in his statement.

Question.—Though as per your own documents i.e. job Card Register the concerned workers have performed the engine over-hauling tuning and other major works, working in connection with Automobiles Petrol and Engine but you are giving false statement only to suite managements case?

Answer.—In this connection job register be seen, Whatever is being stated by me is correct.

The witness give important information in regard to job done by various auto-mechanics vis-a-vis-categorisation (mentioned in the Wage Board Recommendation). I reproduce the same as the decision of the case on the first aspect hinges more or less on that reply :—

S/Shri K. P. Mukherjee, Ali Mistry and M. Benjamin were and are capable of performing duties mentioned at item No. 14 of appendix-V of Wage Board Recommendation Vol II (Page-50). Thus they were also capable of doing item 27 on page 49. S/Shri Karu Prasad and Hassan Ansari were capable at that time to do work mentioned at item No. 27 (Page 49) under supervision. They could not do that work independently but under guidance.

Question.—What is the difference between Auto mechanic and Motor Mechanic? Here motor mechanic means job specified in item 14 (Page-50) and auto-mechanic means the job being done in Godhur Workshop?

Answer.—Auto-mechanic should be able of dismantling engines and get it re-assembled alongwith with other accessories of the vehicles e.g. Clutch overhauling, gear box.

Motor Mechanic (as I can read at page-50 item 14) duties are confined to only engine and also to detect faults and rectify the same including tuning of Engine for producing maximum efficiency.

Question.—Please clarify to me your interpretation as to Whether the Auto Fitters S/Shri K. P. Mukherjee, Ali Mistry & M. Benjamin are required to do additional work than that mentioned at page-50 in respect of Motor Mechanic Gr. I.

Answer.—They are required to do additional work.

He however, agreed that the work in Collieries in repairing of engine remain more difficult. He had no idea of the H. P. used in Ropeway Dredger Machine. An automechanic Category-IV is not required to overhauling the engine.

Shri B. Lakra, Personnel Officer at the workshop stated that generally promotion of technical staff is by Trade Test at Godhur Workshop. He correctly brought home that EX-M-2 is a circular in regard to implementation of certain decisions of the Standardisation Committee and that the categories and job description mentioned therein will be effective from 1-4-1980.

But in regard to Ex. M. 1 which (purports) to be an statement of quantity of job done by workmen of workshop during last six months he clarified that Ex. M-1 was not prepared by him and can not say on what basis the said statement was prepared. One has therefore, not to have any reliance on such a document for any purpose though the union had emphatically argued that this is a false document produced only to prejudice the Arbitrator. Shri Lakra refrained from clarifying as to whether BCCL has or has not norms of promotion and expressed his ignorance. The fact of Shri Usman Ansari having been placed in Category V with effect from 1-8-1979 remain admitted this was as a result of settlement dated 26-6-1981. So also of S/Shri Md. Saleem, Md. Abdul Mistry and B. Chatterjee promoted to Category-V with effect from 1-6-1979 vide office order dated 22/23-12-81. Shri Hassan Ansari according to management was in Cat. IV with effect from 21-11-75. Md. Usman Ansari was appointed as Auto-helper in Category-II on 27-1-76. Abdul Mistry was auto-helper in Category-II on 24-1-76, promoted to category IV on 31-5-78 and Category V with effect from 1-6-69. Shri Badal Chatterjee was Auto-helper in Category-II on 13-11-75 and Category IV with effect from 31-5-78 and Category V with effect from 1-6-79.

The conclusions are obvious according to the union. There is discrimination, unjustified animus against Hassan Ansari. It also puts to an end the doctrine of Motor-mechanics being Fitters etc. as fixation of pay of S/Shri Saleem etc. has been done only during late December, 1981.

It became difficult for Shri Sinha to fully reconcile contents of Exhibits W-2(H) i.e. 22/78. W-3(H) i.e. 186/78 and job No. 12/78 and his statement that S/Shri Hassan

Ansari and Karu Prasad were not to do overhauling or dismantling work or that they were never engaged for tuning the Engine. I have also gone through some of the items of work done by Shri Hassan Ansari and others as mentioned in Job Register.

From 19-3-77 to 2-6-77.

16 dt. 11-1-77, 64,81, 96,104,126,138, 157, 167, 187, 188 dt. 21-2-77, 192, 198, 212 dt. 25-2-77, 249, 302, dt. 21-3-77, 325, 343, 388, 306, 332, 357, 432, 455, 463, 508, 491, 498, 551, 565.

From 2-1-76 to 30-6-76.

18 dt. 14-1-76, Jobs dt. 17-1-76, 34 dt. 23-1-76, 53-A, 91 169, 259, 347, 358 dt. 20-4-76, 397, 422, 488, 521, 547A, 609.

From 25-11-76 to 6-1-77.

1334, 1338, 1350 dt. 30-11-76, 1355, 1386, 1321, 1391, 1400 dt. 11-12-76, 1428 dt. 20-12-76, 1477, 1487 dt. 31-12-76.

December, 75

62 dt. 23-12-75.

5. It has been noticed that there seems to be no firm policy in allotment of work. The distribution of work to different categories has not been specified in writing also. Also that can be stated is that work of complicated nature has been done by Shri Hussan Ansari also and it would be incorrect to say that on no occasions he has done that independently. The frequency of course vary. At one time or the other each auto-fitter has done each type of work. The workers who have been classified or treated as much better by the management have on certain days carried out quite lighter jobs while Shri Hussan Ansari was given not merely a simple job. To argue that Shri Hussan Ansari is merely a helper to workers like S/Shri M. Benjamin or K. P. Mukherjee or others is just to divert attention from the facts as emerging out from the records. Shri S. P. Sinha could not reconcile his own statement (viz Shri Ansari not doing tuning work). When confronted with Exhibits on record, Further more to speak anything of past services of S/Shri Ali Mistry, H. Benjamin and K. P. Mukherjee or Hussan Ansari is to speak something which has not been substantiated by any evidence. The employer never cared to enquire or investigate the past services of the workmen viz M. Benjamin and others. It is obviously improper to draw conclusions in regard to past services of workmen which is not borne or substantiated by any evidence or enquiry. I do not agree to the contention of the union that there is an element of mala fide intention or vindictiveness due to trade union association of Shri Hussan Ansari but at the same time it is difficult just to ignore case of Shri Usman Ansari who was re-categorised with effect from 1-8-79 before Asstt. Labour Commissioner (central), Dhanbad on 26-6-1981. And so also over look M/s. Bharat Coking Coal Ltd. Office Order No. BCC/PA-V/Auto/Mech/Transport/81/1578/72597-603 dated 23-12-81 fixing pay of S/Shri Abdul Mistry and others in Category V with effect from 1-6-1979. It smacks inequity. An employee will neither expect nor tolerate different treatment being given in similar cases of individuals.

6. After going through all the evidence, written and oral I am inclined to hold that Shri Hussan Ansari had the general qualifications of Motor Mechanic Gr. I but having less experience and requiring some degree of guidance. Shri Hussan Ansari is entitled to Category-V. The benefit of Category V wages be given to him with effect from 22-1-1976 and not 21-11-75 as claimed. Seniority will also be counted alongwith S/Shri Ali Mistry, M. Benjamin and K. P. Mukherjee to avoid further complications as the issue of fixing wages can not be separate from that of seniority in the present specific case. I direct accordingly. It is further clarified that for the period from 21-11-75 to 21-1-76 he continues to be in Cat. IV Date 22-1-76 has been fixed only notionally. I have taken due note of repeated contention of the management that Shri M. Benjamin etc. are better workmen. In regard to the demand to have Category VI to Shri Hussan Ansari with effect from 1-8-1979 i.e. the date with effect from which S/Shri Ali Mistry, M. Benjamin and K. P. Mukherjee promoted it is essential to examine certain points raised by the parties.

7. During the hearing some broad principles laid down by the Supreme Court were brought to my notice. Promotion is a discretion and function of the management. Interference is permissible only when preference is based on malicious consideration or unfair labour practice 1963 (D LJ 256= (1950-77) 5 SCLJ 3499. In cases of victimisation or malafides the proper course is to set aside the promotions and ask the management to consider the cases of superseded employees 1966(1) LJ 402(1950-77) 5 SCLJ 3502.

The terms of reference in the present reference emphasise element of nature of job performed. The question of promotion has been kept dormant. But as a matter of fact, the circumstance under which this case has emerged and the evidence given we can not afford to ignore the basic factor of promotion and also of work done. Furthermore, the evidence do not reveal prima facie case of victimisation or malafide intention.

In any case while taking a decision in this case I have taken note of the principle laid down in Civil Appeal No. 766 of 1972 (1950-77), II SCLJ 386 and U.J. (S.C.) 1981-Page 438. My attention was also drawn to AIR 1960 S.C. 812 in regard to Vishnu Sugar Mills Ltd. The facts of the present case are different from the cited ruling though the principle of employers' right and function of promotion can not be denied. As already observed supra the element of promotion stands diluted in the present reference. But in the evidence the propriety and legality of the trade-test in which S/Shri M. Benjamins, K. P. Mukherjee and Ali Mistry were selected has been questioned. The employers' witness have failed to throw proper light on the details of the trade-test including principle of constitution of committee taking trade test, syllabus (Job specifications) decision on results etc. Shri Sinha has however, stated that Shri Hussan Ansari can not do all complicated jobs, independently. His assessment has a force. But we have also instance on record where he has done complicated or difficult job independently. The management did not consider him for Category VI as he was in Category-IV according to them. From the evidence a clear cut picture is not emerging out. There is an element of doubt as to whether with the present evidence any definite conclusion emerges out. There is what is termed as lurking doubt in regard to exact stage of proficiency.

8. After going through the evidence produce (verbal and documentary) points raised during the arguments and examining the scope of terms of reference including pith and substance thereof I am inclined to decide the question of relief with effect from 1-8-79 as under :—

A trade-test of Shri Hussan Ansari be taken within 3 months of publication of this Award for Category-VI taking into account of the fact that he is in Category-V with effect from 22-1-1976. As far as possible the trade-test should have the standard of test and on the similar as was in the test of S/Shri M. Benjamin, Ali Mistry and K. P. Mukherjee. The date of fixation in Category-VI in the contingency of Shri Hussan Ansari qualifying for Category-VI be also fixed by the employer. I award accordingly.

Dated.—28th January, 1982.

J. N. SIMLOT, Deputy Chief Labour Commissioner
(Central) and Arbitrator Dhanbad.
[No. L-20013(2)/81/D-II (A)]

New Delhi, the 8th February, 1982

S.O. 778.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2 Dhanbad in the industrial dispute between the employers in relation to the management of Messrs Bharat Coking Coal Limited, Karmik Bhawan, Post Office Saraidhela (Dhanbad) and their workmen, which was received by the Central Government on the 2nd February, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) DHANBAD.

Reference No. 53 of 1981.

In the matter of an industrial dispute under S. 10(1)(d) of the I.D. Act, 1947.

PARTIES :

Employers in relation to the management of M/s. Bharat Coking Coal Limited, Karmik Bhawan, P. O. Saraidhela (Dhanbad) and their workmen.

APPEARANCES :

On behalf of the employers.—None.

On behalf of the workmen.—Shri R. Prasad, General Secretary, B.C.C. Staff Co-Ordination.

STATE : Bihar

INDUSTRY : Coal.

Dhanbad, the 25th January, 1982

AWARD

This is an industrial dispute under S. 10 of the I.D. Act, 1947. The Central Government by its order No. L-20012/30/81-D. III, A dated 4th August, 1981 has referred this dispute to this tribunal for adjudication on the following terms :

SCHEDULE

"Whether the action of the management of M/s. Bharat Coking Coal Ltd. Karmik Bhawan P. O. Saraidhella (Dhanbad) in not promoting Shri R. B. Sharma Clerk Grade I to Special Grade when his juniors have been promoted is justified? If not to what relief is the concerned workman entitled?"

2. Shri R. B. Sharma the concerned workman was appointed in the post of Grade I clerk in September, 1971 and he resumed his duties at North & West Ghanuadih colliery on 23-9-71. The Departmental Promotion Committee was constituted by the management for recommending the cases of promotion from Grade I to Special Grade in the year 1977 and on the basis of the recommendation made the promotion order was issued under letter No. BCCL/PA. II/7742568 dated 16/17-8-77. By the above order Shri R. B. Sharma was superceeded and he represented his case before the competent authority several times. The management, however, did not favour him with any reply. The second Departmental Promotion Committee was constituted in the year 1979 and promotion order was issued under the reference No. BCCL/PA-V/DPC/Gr. I/79/32 1/262-162 dated 14/16-7-79. The concerned workman was again superceeded in the above office order and again he represented his case. His representation was duly recommended by his Controlling Officer. Again the management did not favour him with any reply. Shri Sharma thereafter approached his union, and the union also tried to settle the dispute by mutual understanding. But since no settlement was made the union had no other alternative but to raise this dispute. Accordingly the dispute was raised and it was registered in the office of the Assistant Labour Commissioner (C) Dhanbad on 8-3-80. The management of Central Billing Section submitted their written statement of 24-9-80. The dispute was discussed by the Conciliation Officer and tried his best to resolve the dispute, but the management was not agreeable either for arbitration or for adjudication. Since the conciliation failed, the Assistant Labour Commissioner (C), Dhanbad reported the matter to the Ministry and this has led to this present reference.

3. The case of the concerned workman is that the management of BCCL have been violated their own norms of promotion in this case. Under the existing cadre scheme there are certain norms of promotion. The promotion from Grade I to Special grade is considered on the basis of seniority-cum-suitability. So far as his seniority is concerned, Shri Sharma is senior to S/Shri A. C. Parbat, B. K. Malhotra, K. M. Prasad and S. L. Sicaria. So far as suitability is concerned, he has an employee of sub area No XII (Bhagatdihi). After finding him suitable for accounts job his services were transferred and brought to headquarters office when Central

Billing Section was formed in the headquarters. Apart from that he was never communicated any adverse remarks. For all these reasons his case is that he could not be superceded. The union's prayer is that Shri Sharma should be promoted w.e.f. 29-6-77 when his juniors were promoted. His further prayer is that he may be paid back wages w.e.f. 29-6-77 and his seniority should be fixed accordingly.

4. The management in their written statement have denied the contention of the workman that any dispute was raised with the employer. The reference was also said to be vague and not maintainable. With regard to the actual promotion the management's case is that the Departmental Promotion Committee considers seniority-cum-suitability in the matter of promotion from Grade I to Special grade, and in 1979 the Departmental Promotion Committee did not consider Shri Sharma fit for promotion. It is said that Shri Sharma appears to be under the impression that he was entitled to be promoted merely on the basis of seniority. With regard to the Departmental Promotion Committee recommendation of the year 1977, the simple case of the management is that Shri R. B. Sharma was not found fit for selection and therefore he was not promoted. It is admitted that he made representation to the management and the position with regard to his non-selection was duly explained to him.

5. This case was fixed for evidence on 11-1-82. The management was represented by Shri S. S. Mukherjee, Personnel Manager and the workman was represented by Shri R. Prasad, General Secretary of the Union. The documents produced on behalf of the management were admitted on behalf of the workman and marked exhibits. Thereafter on the prayer of both the parties 18-1-82 was fixed for argument as neither party wanted to adduce any further evidence. On 18-1-82 however the management representative was absent but Shri R. Prasad for the workman was present and he argued the case.

6. Ext. M 2 is an admitted seniority list in which Shri R. B. Sharma's position is No. 10. Two persons viz. Shri K. M. Prasad and Choudhury M. M. Prasad who were promoted are No. 28 and No. 35 in this list, Ext. M 2. This seniority list was apparently prepared for consideration by the Departmental Promotion Committee of 1979. We have no paper before us to show the position as stood at the time of the first Departmental Promotion Committee constituted in the year 1977. We shall therefore consider the case of the workman with regard to the Departmental Promotion Committee recommendation in 1979.

Ext. M 1 shows that the Departmental Promotion Committee met on 17-5-79 at Karmik Bhawan to consider the cases of Grade I clerk at the headquarters for promotion to Special grade. The Committee considered experience. In this head 3 marks for each year of completed service in the existing grade, i.e. Clerical Grade I was allowed. The next consideration was educational qualification in which various marks were given. The performance was also considered under gradation A to E. Now, Ext. M 2 shows that the D.P.C. allotted marks under educational qualification, experience and performance. Shri R. B. Sharma got 12 in educational qualification, 21 marks in experience and 24 marks in performance. His total marks thus obtained was 57. The minimum marks required was 60. So he fell short of 3 marks. The contention on behalf of the workman is that he was appointed in Grade I on 23-9-71. So on 17-5-79 when the Departmental Promotion Committee met he had completed 7 years 7 months and 20 days. Ext. M 1 shows that for the purpose of calculation the period of 6 months and above has to be taken as one year. Since the concerned workman had completed 7 months and 22 days, it will amount to one year and therefore he should be deemed to have completed 8 years of experience. Because for every completed year 3 marks had to be allotted, he should have obtained 24 marks. But in the experience column 21 marks have been shown instead of 24. Now, if 24 marks were allowed to him on the basis of experience, he could have obtained 60 marks in total and thus become eligible for promotion on the basis of his seniority cadre as shown in Ext. M 2 itself. But this was not done and persons juniors to him were promoted.

8. It has been argued on behalf of the concerned workman that this mistake in marking in the 'head of experience'

Ext. M 2 was deliberate so that Shri Sharma would be denied promotion. It has further been argued that this was pointed out before the management in the representation of the workman and also by the union and also before the conciliation officer. But no attention was paid by the management. According to him this is an unfair labour practice under which justice have been denied to the workman in the matter of his promotion. I agree that if the marking was as a result of mistake in calculation, the management should have rectified and given him the due promotion. But since no attempt was made by the management to do so, this was amount to unfair labour practice, and so the Tribunal is competent to go into the question of promotion.

9. Thus, having considered all aspects of the case I have to hold that the action of the management of M/s. Bharat Coking Coal Ltd., Karmik Bhawan, P. O. Saraidhella (Dhanbad) in not promoting Shri R. B. Sharma, Clerk Grade I to Special Grade with effect from 14th July, 1979 as shown by the promotion order, Ext. M 3, is not justified. Consequently, he will be deemed to have been promoted w.e.f. 14-7-79 and allotted seniority on the basis of his position in the seniority list. He is further entitled to the back wages consequent upon his promotion from 14th July, 1979.

This is my award.

J. P. SINGH, Presiding Officer
[No. L-20012/30/81-D. III (A)]

S.O. 779.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad in the industrial dispute between the employers in relation to the management of Messrs Bharat Coking Coal Limited, (Area No. V), Post Office Sijua, District Dhanbad and their workmen, which was received by the Central Government on the 2nd February, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under Sec. 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 10 of 1980.

PARTIES :

Employers in relation to the management of Sijua Area 5 of M/s. Bharat Coking Coal Ltd., Post Office Sijua, District Dhanbad.

AND
Their Workmen

APPEARANCES :

For the Employers.—Shri G. Prasad, Advocate.

For the Workmen.—Shri S. Bose, Secretary, Rashtriya Colliery Mazdoor Sangh.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, the 27th January, 1982

AWARD

By Order No. L-20012 (30)/78-D. III. A, dated, the 18th August, 1980, the Central Government being of opinion that an industrial dispute existed between the employers in relation to the management of Messrs Bharat Coking Coal Limited, (Area No. V), Post Office Sijua, District Dhanbad and their workmen in respect of the matter specified in the schedule attached to the order, referred the same for adjudication to this Tribunal.

The schedule to the order reads thus :—

"Keeping in view the contention of the workmen of Messrs. Bharat Coking Coal Limited (Area No. V), Post Office Sijua, District Dhanbad that the management were not justified in transferring Shri Shamshad Alam Khan from Area No. V prior to the holding

of the DPC for promotion to Grade I, whether their demand that Shri Khan should be given the pay scale of Grade-I Clerk with retrospective effect is justified? If so, to what relief is the said workman entitled?"

2 After notice to the parties they have filed their respective written statements. The written statement filed by the union is said to be a written statement cum rejoinder.

3 Before the case was taken up for hearing on 20.1.82 a petition for compromise was filed signed by the parties, by Sri C Prasad learned counsel for the management and by Sri S Bose representative of the union. There was a prayer in the compromise petition to pass an award in terms thereof. The terms of the compromise were admitted by the parties through their representative and lawyer. On that day the Tribunal held that the terms as per the compromise petition were fair and reasonable. Requisite number of copies of the settlement having been filed on that day there was an order accepting the prayer of the parties to pass an award in terms of the settlement and accordingly the following award is passed.

In view of the fact that Sri Shamshad Alam Khan, the concerned workman has since been factually promoted with effect from 20-12-80 and has been paid wages and other benefits accordingly, he is entitled to give notional promotion with retrospective effect from March 1977, the date from which other co-workman of Area-V were promoted to clerical Grade I, but for this notional promotion the concerned workman will not be entitled to difference of wages or any other benefits for the period from March 1977 to 19-12-80. In view of this Sri Shamshad Alam Khan is not entitled to any other claim against the employers. The compromise petition shall form part of the award. There will be no order for cost.

**BEFORE THE PRESIDING OFFICER CENTRAL GOVT
INDUSTRIAL TRIBUNAL NO 1 DHANBAD**

Ref. No. 10/80

Employers in relation to the management of Sijua Area
5 of M/s BCCL

AND

Their workmen represented by Reshtriya Colliery Maz-
door Sangh

The humble joint petition of compromise by and on behalf
of the employer and the workmen most respectfully
sheweth —

1 That, good sense having prevailed the parties have
amicably settled the instant industrial dispute on the follow-
ing terms and conditions

- (i) That, in view of the fact that Sri Shamshad Alam Khan the concerned workman in the instant industrial dispute, has since been factually promoted with effect from 20.12.80 and has been paid wages and other benefits accordingly, he shall be given notional promotion, with retrospective effect from March, 1977 i.e. the date from which other such co workman of Area-V have been promoted, in clerical Grade I, but he shall not be entitled to difference of wages or any other benefits for the period from March 1977 to 19-12-80.
- (ii) That, Sri Shamshad Alam Khan shall have no other claims whatsoever against the employer.
- (iii) That, this settles the instant industrial dispute between the parties.

It is, therefore, prayed that your lordship may be graciously pleased to accept the terms of compromise and pass an award in terms of the compromise. And for this act of kindness the petitioner shall ever pray

Representing
Workmen
Shamshad Alam Khan
Workmen
Witness

(i)
(ii)

Dated 20-1-82

Representing Employer

Part of the Award

B K RAY, Presiding Officer
[No L-20012(30)/78 D III(A)]

New Delhi, the 9th February, 1982

S.O. 780—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No 2, Dhanbad in the industrial dispute between the employers in relation to the management of Giridih Colliery of Messrs Central Coalfields Limited Post Office Giridih, District Giridih and their workmen, which was received by the Central Government on the 4th February, 1982.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL (NO 2) DHANBAD**

Reference No 40 of 1980

In the matter of an industrial dispute under S 10(1)(d) of
the I D Act, 1947

PARTIES .

Employers in relation to the management of Giridih
colliery of Messrs Central Coalfields Limited, Post
Office Giridih, District Giridih and their workmen

APPEARANCES

On behalf of the employers Shri T P Choudhury,
Advocate

On behalf of the workmen Shri B Lal, Advocate
STATE Bihar INDUSTRY Coal

Dhanbad, the 30th January, 1982

AWARD

This is an industrial dispute under S 10 of the I D Act,
1947. The Central Government by its order No
L 20012(172/80 D III(A) dated 2-12-80 has referred this dis-
pute to this Tribunal for adjudication on the following terms

SCHEDULE

"Whether the demand of the workmen of Giridih colliery
of Central Coalfields Limited, Post office Giridih,
District Giridih that Shri S N Prasad UDC
should be promoted as Senior clerk with retrospective
effect from the date his juniors were promoted is
justified? If so, to what relief is the said workman
entitled?"

2 There are certain facts which are admitted in this case.
The concerned workman, Shri S N Prasad was appointed as
a tool issuer/LDC w.e.f 1-1-1947, but prior to that he was
an employee of the railway which owned the railway collieries.
By qualification he was a matriculate. He was promoted to
the post of UDC w.e.f 1-10-66. According to the concerned
workman the management promoted him to the post of
UDC after a long struggle because of his union activities.
It is an admitted position that in course of his service the
concerned workman obtained B A degree as well as Law
degree.

3 Giridih colliery, which was owned by the railways was
taken over by the NCDC on 1-10-56. NCDC formulated a
cadre scheme for promotion of the clerk in the year 1963
and it was on that basis that the concerned workman was
promoted as UDC w.e.f 1-10-66. The management denied

workman's contention that his promotion was delayed on account of his union activities.

4. In this reference we are concerned with the question whether the concerned workman should have been promoted to the post of senior clerk in the year 1976. It is an admitted position that under the scheme of promotion for UDC to the post of senior clerk, the promotion had to be done on the basis of merit-cum-seniority. NCDC and their successor Central Coalfields Limited constituted Regional Departmental Promotion Committee for selection of eligible candidate for promotion to the post of senior clerk. In the year 1976 such a committee adopted procedure as prescribed and judged the candidates on the basis of their past performance, written test, interview, educational qualification and annual confidential report. The minimum experience required for promotion of UDC to the post of senior clerk under the cadre scheme is experience of six years in the cadre, or a joint experience of 8 years as LDC and UDC. In this test 79 candidates appeared for written test including the concerned workman. The committee fixed the minimum qualifying marks as 60 per cent for eligibility for promotion to the post of senior clerks. The case of the concerned workman is that he appeared for the written test while the case of the employer is that he did not appear for the written test. According to the employers he was handed over papers for written test, but he took away the papers with him. Nevertheless, his case was considered by the Regional Departmental Promotion Committee on the assessment of marks obtained by him on various items excluding the written test. Since he had not obtained 60 per cent marks, he was found not suitable for promotion. The management has taken the plea that the recognised union, i.e. Rastriya Colliery Mazdoor Sangh raised an issue before the management for withdrawal of written test in the matter of promotion from UDC to Senior clerk and the management abolished the written test in the year 1978 by a circular. The case of the management is that after the withdrawal of the circular the concerned workman has been promoted to the post of senior clerk. The concerned workman, however is not satisfied because his case is that he should have been promoted in the year 1976 and would have been entitled to at least 2 increments at the time he was promoted to the post of senior clerk.

5. I may mention here that there was some talk of settlement during the time when his reference was being heard. Shri T. P. Choudhury, Advocate for the management had gone to the extent of suggesting to the management that at least one increment may be allowed to the concerned workman as he has been on the verge of retirement in order to end of this dispute. But Shri Prasad the concerned workman was not even agreeable to that.

6. The first point that has been raised in this case was that this reference is not competent. The concerned workman in his evidence has admitted that he is the branch secretary of Koyala Mazdoor Union, Giridih. In fact the written statement of the union has been signed by Shri S. N. Prasad who is the concerned workman. Shri Prasad as WW-1 in his evidence has admitted that Koyala Mazdoor Union is a registered union with its headquarters at Kargali and a branch at Giridih. He is the secretary of the Giridih branch. Babu Ram Das Singh is the General Secretary of the union at Kargali and there are 2 other general secretaries at Kargali. The witness was unable to say as to how many executive committee members are in the union. The witness has said that he was conversant with the Trade Union Act and I. D. Act and knows that an individual cannot raise an industrial dispute but the union can. It was suggested to him that his union had not raised this dispute which he denied. According to his evidence he in his capacity as secretary of the Giridih branch has every right to raise a dispute and also to sign the written statement. He has admitted that the case relates to him.

7. This dispute was raised by the concerned workman and not by the General Secretary of the union with headquarters at Kargali. Shri T. P. Choudhury's contention is that this dispute was not sponsored by any of the executive committee member of Koyala Mazdoor Union, but by the branch secretary. According to him the concerned workman should have obtained an authority from the union to raise this dispute or to have come up under Section 2A of the I.D. Act, 1947. There is a world of difference between an industrial dispute raised by an union and the dispute raised by an

individual. According to Shri T.P. Choudhury Shri Prasad has played a fraud on his union in raising this dispute without any authority from the union. In his evidence Shri Prasad does not say that he had a authority from the executive committee of the union to raise this dispute, but has simply said that he himself is competent to raise this dispute. I do not agree that by virtue of his being the branch secretary he gets proper authority to raise an industrial dispute. Nothing has been shown that in the constitution of Koyala Mazdoor Union a branch secretary can raise an industrial dispute. I think this is a lacuna in this reference which is not curable and I agree that this reference is bad and is therefore not maintainable.

8. Since this case has been heard on merits it is better that I go through the silent feature of this case. It is an admitted position that in the seniority list, Ext. W-4 Shri S. N. Prasad is in sl. no. 13. This list also shows that he was appointed for the first time on 9-2-1944. It appears that at the time of promotion in 1976 he was succeeded by Shri Rameshwar Pandit, S. No. 21 and Shri A. K. Bavat, S. No. 25. In this written statement the concerned workman alleged that he was succeeded by Shri B. M. Prasad also who happens to be at Sl. No. 5 in this list. It is apparent that Shri B. M. Prasad happens to be above the concerned workman in the seniority list and there is no question of his supersession by Shri B. M. Prasad. The main document is Ext. M4 which gives all names of 79 candidates who were considered by the Departmental Promotion Committee for the purpose of promotion. This selection had been challenged and so this is a vital document for consideration. It will appear from this document that the confidential reports for the year 1973, 1974 and 1975 were considered. Then this shows that 30 marks were allotted for written test and 20 marks for interview. On the basis of his confidential report 15 marks were allotted, for educational qualification there are 5 marks and 5 marks for entries in the service sheet. The qualifying marks mentioned is 45 out of 75 which was 60 per cent. Now the concerned workman is Sl. No. 77 in this list. He has been allotted '0' mark in the written test, 9 out of 20 interview, 3 marks for confidential report, 3 marks out of 5 for qualification, 5 marks out of 5 for service sheet. In all he obtained 26 marks. There are two other candidates—Shri R. P. Saha (Sl. No. 78) and Shri Prabhu Ram (Sl. No. 79) who also did not appear at the written test and were allotted 'Nil' marks if the written test. With regard to all these three it has been noted in the remark column that they did not submit answer papers in the written test. It is apparent that had these persons appear at the written test, they would have got some marks. According to the concerned workman he had appeared at the written test and submitted his papers which were vindictively not examined. He has not pointed out any instance of vindictiveness. There appears to be no reason why the D. P. C. should not have allotted marks to him in the written test if he had submitted papers in the written test. Moreover the entry in the remarks column positively states that 2 others also did not submit the papers in the written test. Shri T. P. Choudhury has pointed out that this document, Ext. M4 cannot be doubted for a moment for the simple reason that in this document there is the signature of Shri Jindal who according to WW-1 was the Chairman of the Regional Promotion Committee. It has been proved that the document, Ext. M4 bears the signature of Shri Jindal besides some others who are members of the Regional Promotion Committee. Since on the basis of this document promotion had actually been effected, it cannot be said that this document has been fabricated for the purpose of this case.

9. The concerned workman has brought in several irrelevant matters which have no bearing in this reference. Suffice it to say that for promotion from the post of UDC to that of senior merit-cum-seniority has to be considered and in assessing merit written test has also to be provided. It is not a specific case of the concerned workman that he was claiming promotion merely on the basis of seniority. In fact according to him he had appeared in the written test but no mark was allotted to him in the written test so I have to come to the conclusion that the concerned workman and 2 others were provided with answer books but those answer books had been taken away by them so that no mark could be allotted for the written test. The concerned workman for this reason did not get sufficient marks to qualify for promotion to the post of senior clerk.

10. Thus, considering all aspects of the case I hold that the demand of the workman of Giridih colliery of Central Coalfield Limited, Post office Giridih, District Giridih that Shri S. N. Prasad, UDC should be promoted as senior clerk with retrospective effect from the date his juniors were promoted is not justified. Consequently, the concerned workman, Shri Shri S. N. Prasad, UDC is not entitled to any relief.

This is my award.

J. P. SINGH, Presiding Officer
[No. L-20012/172/80-80-D.III(A)]

S.O. 781. In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the industrial dispute between the employers in relation to the management of Geological Cell of M/s Bharat Coking Coal Limited, B. P. Agarwalla Building, Post Office Dhansar, District Dhanbad and their workmen, which was received by the Central Government on the 4th February, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2), DHANBAD.

Reference No 41 of 1981

In the matter of an industrial dispute under S. 10(1)(d) of the I. D. Act, 1947,

PARTIES :

Employers in relation to the management of Geological Cell of Messrs Bharat Coking Coal Limited, B.P. Agarwalla Building, Post office Dhansar, District Dhanbad and their workmen.

APPEARANCES :

On behalf of the employers Shri R. S. Murthy, Advocate.

On behalf of the workmen Shri D. Mukherjee, Advocate.

STATE : Bihar.

INDUSTRY : Coal

Dhanbad, the 30th January, 1982.

AWARD

This is a reference under Section 10 of the I.D. Act, 1947. The Central Government by its order No. L-20012/(256)/80-D. III(A) dated 18-6-1981 has referred this dispute to this Tribunal for adjudication on the following terms :

SCHEDULE

- Whether the demand of Shri S.K. Mairuddin, Assistant Driller of Geological Cell of Messrs Bharat Coking Coal Limited, B. P. Agarwalla Building P. O Dhansar, District Dhanbad for the pay scale of Rs. 510-27-726-34-854 (Technical and Supervisory Grade B) as per National Coal Wage Agreement No. 1 w.e.f. 1st January, 1979 is justified ? If so, to what relief is the said workman entitled.
- Whether the demand of S/Shri M.M. Khan, Badal Gope and Subhas Banerjee, senior Rigmens of Geological Cell of Messrs Bharat Coking Coal Limited, B. P. Agarwalla Building, P.O., Dhansar District Dhanbad for the pay scale of Rs. 442-22-618-29-734 (Technical and Supervisory Grade-C) as per National Coal Wage Agreement No. 1 w.e.f. 1st January, 1979 is justified ? If so, to what relief are the said workmen entitled ?
- Whether the demand of the workmen (As per annexure) of Geological Cell of Messrs Bharat Coking Coal Limited, B.P. Agarwalla Building, Post office Dhansar, District Dhanbad for the pay scale of Rs. 330-12-450- (Technical and supervisory grade E) as per National Coal Wage Agreement No. 1 w.e.f. the 1st January, 1979 is justified ? If so to what relief are the said workmen entitled ?

ANNEXURE

No. Sl.	Name	Designation
1.	Shri Suresh Prashad Gope	Drill helper
2.	Shri Gopal Bahadur	—do—
3.	Shri. Gopal Chandra Verma	—do—
4.	Shri Lakhnan Prasad	—do—
5.	Shri Jamaluddin	—do—
6.	Shri Lalmoohan Gope	—do—
7.	Shri Samsuddin Ansari (Sr.)	—do—
8.	Shri Narayan Prasad Mahato	—do—
9.	Shri Asish Mukherjee	—do—
10.	Shri Wazid Khan	—do—
11.	Shri Ram Raj Sao	—do—
12.	Shri Ranjit Gope	—do—
13.	Shri Murtaza Khan	—do—
14.	Shri Samsuddin Ansari (Jr.)	—do—
15.	Shri Mangal Modak	—do—

2. After the receipt of the reference notices were issued to the parties and accordingly the parties filed their written statements and documents. The workmen also adduced their evidence in this case on 5-1-1982 when the management prayed time for filing settlement. Ultimately on 28-1-1982 the parties filed a memorandum of settlement. I have gone through the settlement and the same is beneficial to the parties. I, therefore accept the settlement and the same will form part of the award.

J. P. SINGH, Presiding Officer

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL No. 2, DHANBAD.

In the matter of Ref. No. 41 of 1981

PARTIES :

Employers in relation to the Management of Geological Cell of Messrs Bharat Coking Coal Ltd., Dhanbad
Vs.

Their workmen.

The above mentioned employers and workmen most respectfully beg to submit this joint petition :—

- (1) That both the parties have directly negotiated the matter among themselves with a view to coming to an over-all amicable settlement of the dispute in question.
- (2) That as a result of the direct negotiations between the parties they have come to an agreement as follows :—
 - (a) That Sri S. K. Maniruddin, Asstt. Driller, referred to in item (1) of the schedule to the reference order will be placed in Technical & Supervisory Grade 'B' as per National Coal Wage Agreement No. II w.e.f. 1-1-1979 i. e. in the NCWA II pay scale of Rs. 640-35-920-40-1160, but arrears as a result of placement of Sri Maniruddin in such a pay scale will be payable to him for the period from 1-1-1980, only. He will forego the arrears for the period from 1-1-1979 to 31-12-1979.
 - (b) That S/Sri M. M. Khan, Badal Gope and Subhas Banerjee, Senior Rigmens referred to in item (2) of the schedule to the reference order will be placed in Technical & Supervisory Grade 'C' as per National Coal Wage Agreement No. II w.e.f. 1-1-1979, i.e. in the N, C, W, A, II pay scale of Rs. 572-29-804-34-1008, but arrears as a result of placement of S/Sri M. M. Khan, Badal Gope and Subhas Banerjee in such a pay scale will be payable to them for the period from 1-1-1980 only. They will forego the arrears for the period from 1-1-1979 to 31-12-1979.
 - (c) That in regard to item (3) of the schedule to the reference order, the workmen agree to drop the case of Sri Ashish Mukherjee, Drill Helper,

as he has since been transferred from the Drilling Cell. He will not be entitled to any benefit or relief. In regard to the other Drill Helpers referred to in item (3) of the schedule to the reference order, viz. S/Sri Suresh Prasad Gope Gopal Bahadur, Gopal Chandra Verma, Lakhan Prasad, Jamaluddin, Lal Mohan Gope, Samsuddin Ansari (Sr.), Narayan Prasad Mahato, Wazid Khan, Ram Raj Sao, Ranjit Gope, Murtaza Khan, Samsuddin Ansari (Jr.) and Mangal Modak, they will be placed in the Technical & Supervisory Grade E as per National Coal Wage Agreement II, w.e.f. 1-1-1979, i.e. in the N. C. W. A. II pay scale of Rs. 460 16 652 but arrears as a result of placement of the said fourteen workers will be payable to them for the period from 1-1-1980 only. They will forego arrears for the period from 1-1-1979 to 31-12-1979. In addition to their present duties, these workmen will be required to repair and maintain the drilling machines and other equipment of Drilling Deptt. of B. C. C. L. according to the directions/requirements of the Management in view of the said pay scale given to them. The said pay scale will be treated as personal to these fourteen workmen.

- (d) The arrears due to the workmen concerned as per clauses (a), (b) and (c) above will be paid to them by the Management within two months of the award of the Hon'ble Tribunal coming into force.
- (c) This is an overall settlement/agreement in respect of all the claims of the workmen in the present reference.
- (3) That the Management and workmen consider that the above agreement is fair and just.

In view of the above, the Management and the workmen jointly pray that the Hon'ble Tribunal may be pleased to give an award in terms of the said agreement.

DIPTENDU MUKHERJEE

Secretary,
Bihar Colliery Kamgar Union
For & on behalf of the workmen
28-1-82

S. S. BISHNOI
General Manager (Personnel)
Bharat Coking Coal Ltd
For & on behalf of Employers.
RAL S. MURTHY, Advocate
For Employers

J. P. SINGH, Presiding Officer

[No L-20012/256/80-D III(A)]

New Delhi, the 9th February, 1982

S.O. 782—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. I, Dhanbad in the industrial dispute between the employers in relation to the management of Chasnalla Colliery of Messrs Indian Iron and Steel Company Limited Post Office Chasnalla District Dhanbad and their workmen, which was received by the Central Government on the 4th February, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference under Sec. 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 11 of 1981

PARTIES

Employers in relation to the management of Chasnalla Colliery of Messrs Indian Iron and Steel Company Limited, Post Office Chasnalla, District Dhanbad

AND

Their Workmen

APPEARANCES :

For the Employers—Shri T. P. Choudhury, Advocate
For the Workmen—Shri Anand Mohan Prasad, President,
Coalfield Labour Union, Chasnalla

STATE . Bihar.

INDUSTRY . Coal

Dhanbad, the 28th January, 1982

AWARD

By Order No. L 20012(274)/80-D III(A) dated 20-3-81 the Central Government being of opinion that an industrial dispute existed between the employers in relation to the management of Chasnalla Colliery of M/s Indian Iron and Steel Company Ltd Post Office Chasnalla, Dist Dhanbad and their workmen in respect of the matters specified in the schedule attached to the order referred the same for adjudication to this Tribunal.

The schedule to the order reads thus

"Whether the action of the management of Chasnalla Colliery of Messrs Indian Iron and Steel Company Limited, Post Office Chasnalla, District Dhanbad in dismissing from service Shri Lal Bahadur (Grun), Face Worker with effect from the 25th August 1975 is justified? If not, to what relief is the said workman entitled?"

2. After notice to the parties they have filed their respective written statements. The management however, besides its written statement, has filed a rejoinder.

3. The case of the union as made out in its pleading is as follows. The concerned workman was working at Chasnalla Colliery as a face worker with an unblemished record of service. While he was in service on 7-7-75 a chargesheet was served upon him by the management containing some false allegations. The workman in his reply denied the charges. The explanation denying the charges of the workman not having been found satisfactory the management held a departmental enquiry into the allegation into the charge. In the departmental enquiry principles of natural justice were not followed. The Enquiry Officer having found the concerned workman guilty of the charge reported to the management for dismissal of the workman. In pursuance to the recommendation the management dismissed the workman with effect from 25-8-75. The finding arrived at in the enquiry are perverse. The concerned workman, therefore, approached the management for reinstatement without any effect. Ultimately the sponsoring union took up the cause of the workman concerned and raised an industrial dispute regarding the order of dismissal passed against the workman. Upon this conciliation proceeding was initiated and the said proceeding having ended in failure the Central Government referred the dispute for adjudication. The authority dismissing the concerned workman had not obtained the approval of the Agent or of the C.M.P. or of the owner as required under the provision of the Standing Orders applicable. The action of the management in the aforesaid circumstance is therefore not justified. On these allegations the union prays that the order of dismissal dismissing the workman be held to be unjustified and an award be passed reinstating the workman with full back wages.

The case of the management as made out in its pleading may be briefly stated thus. The impugned order of dismissal dismissing the concerned workman had been passed in the year 1975 and the reference having been made in the year 1981 the claim of the union is a stale one and hence cannot be entertained. The reference is the result of some political pressure upon the Central Government. The sponsoring union not being in existence during the relevant time the concerned workman could not have been a member of the said union at the time he was dismissed. Further there being no resolution by the sponsoring union to take up the cause of the concerned workman the union should be held to have no locus standi. As a matter of fact another union, namely Chasnalla Mine Mazdoor Union raised a dispute regarding the order of dismissal of the concerned workman on 16-9-75. Thereafter in the conciliation proceeding which followed the Chasnalla Mine Mazdoor Union being satisfied that there was no merit in the case of the concerned workman gave up the matter at the conciliation stage. Therefore a fresh dispute regarding the same cause cannot again be taken up by the sponsoring union which as has already been stated above had no locus

stand at the relevant time. The concerned workman having been dismissed from service for proved mis conduct after a fair enquiry in which he participated, the sponsoring union can have no case. On 4-7-75 the concerned workman was to be on duty in the third shift from 11 P.M. to 7. A.M. at the West Mine. On that day the workman after marking his attendance in the attendance register came up at about 12 midnight and again went inside the mine at about 2.10 A.M. on the following day. After reaching the mine at 2.10 A.M. the concerned workman was asked by the Shift Asstt. A. K. Singh to go out of the mine as he had come late. On being so asked the workman left the place in an agitated mood. On 5-7-75 in the evening when A. K. Singh had been to Chasnalla gate for shopping the concerned workman assaulted and man-handled Sri Singh. Since the misconduct committed by the workman was of a grave nature a chargesheet was issued against him under clause 18(i)(c)(r) of the certified Standing Orders and he was suspended pending enquiry. The reply submitted by the workman to the charge not having been found satisfactory the management hold an enquiry into the allegation in the charge by the then Personnel Officer. In the enquiry when the charge was explained to the concerned workman he pleaded guilty. Even thereafter the enquiry officer examined A. K. Singh the Shift Asstt. and the concerned workman. In course of his examination in the inquiry the workman deposed as follows. On 4-7-75 he went to duty at 11 P.M. At the place of duty instead of going down the mine the workman as per his own statement got himself engaged in gossiping with some other face workers at the pit mouth till 12 midnight. As by then the cage was closed the workman could not go inside the mine. At about 1 A.M. when explosive workers went inside the mine in the cage the workman alongwith two other face workers and the mining sirdar went down the mine in the cage. After coming out of the cage inside the mine the workman saw Sri Singh standing. On seeing the concerned workman Sri Singh asked the workman as to how he having got himself marked present in the attendance register did not come inside the mine to join his duty immediately. On being as questioned the workman admitted that after getting his attendance marked at 11 P.M. he could not come down as the cage was closed at 12 midnight. After hearing this Sri Singh did not allow the concerned workman to work and directed him to go out. The workman thereafter questioned Sri Singh as to why he had allowed the other two face workers who also joined duty late while he was refusing him to work. In spite of the protest as Sri Singh did not yield the workman come out of the mine after depositing the Cap Lamp. On 5-7-75 according to the workman himself at about 7 P.M. he met Sri Singh at the Chasnalla gate where he had gone for shopping. After meeting Sri Singh the concerned workman had hot discussion with Sri Singh. During this discussion according to the workman he might have tried to catch Sri Singh. After making a statement to this effect the concerned workman expressed before the Enquiry Officer his regret and begged excuse. In view of this admission by the concerned workman the Enquiry Officer found him guilty and as the misconduct committed by the workman was of grave and serious nature the management dismissed him with the approval of the Agent and Chief Executive. In these circumstances it is not open to the sponsoring union to challenge the impugned order of dismissal as unjustified and to claim reinstatement for the concerned workman with full back wages.

4. As the fairness of the domestic enquiry held in this case was challenged by the union the question regarding the fairness of the enquiry was decided as a preliminary issue on 14-12-81. During hearing of this preliminary point Mr. Anand Mohan for the union conceded that so far as the procedural formalities for holding the enquiry were concerned there were no defect. He however submitted that he would at the time of hearing of the case on merit challenge the finding of the Enquiry Officer on the ground that it was not justified on the evidence led. Sri Anand Mohan further submitted that he would also argue while arguing the case on merit as to whether the punishment inflicted on the workman on the basis of the finding of the Enquiry Officer was proportionate to the gravity of misconduct. Mr. T. P. Choudhury learned counsel for the management agreed that Sri Anand Mohan would be entitled to challenge the finding of the Enquiry Officer on the ground that the same was not justified on the evidence, and that Anand Mohan could argue at the time of final hearing of the case that punishment inflicted on the workman was disproportionate. So on these concessions by order of the aforesaid date it was held that the domestic enquiry held in the case was fair and proper.

5. At the time of hearing on merit parties have not chosen to adduce any oral evidence. Management has only relied upon the documents which were placed before Enquiry Officer, the report in the domestic enquiry letter to the Area Manager recommending dismissal of the concerned workman and office copy of the impugned order of dismissal without any objection from other side.

On scrutiny of the Enquiry papers it appears that the domestic enquiry held by the management relating to the allegations in the charge Ex. M-1 was held in the presence of both parties after due notice and the concerned workman in course of the enquiry when asked about the charge made against him admitted the same and pleaded guilty. Even in spite of this the enquiry papers further show that the Enquiry Officer proceeded to record evidence. In course of recording evidence A. K. Singh, Shift Asstt. was examined for the management. He has clearly stated that on 4-7-75 he was inside the mine known as West Mine and that the concerned workman was to join duty in the third shift from 11 P.M. to 7. A.M. that day. According to Sri Singh it was at about 2.10 A.M. he saw the concerned workman coming inside the mine to join his duty. Seeing this Sri Singh as per his evidence questioned the concerned workman as to why he came so late and said that another workman having been already engaged in place of the concerned workman the concerned workman could not be allowed to join duty. Sri Singh further deposes that after saying as above he directed the concerned workman to go out. At this according to Sri Singh the concerned workman left the mine in an agitated mood. Evidence of Sri Singh further reveals that the concerned workman in course of his conversation with Sri Singh admitted that he (workman) had actually came to the pit mouth at 11 p.m. and that instead of coming down the mine he slept at the top and so could not enter the mine in time. Sri Singh further says, that as he had already engaged another workman in place of the concerned workman he (Sri Singh) did not allow the workman to join duty. Sri Singh then says that on being told to go out the workman left the place in a agitated mood. According to the evidence of the Shift Asstt. on 5-7-75 in the evening at about 7 P.M. when he had been to Chasnalla gate for shopping the concerned workman suddenly appeared there, abused in filthy language and threatened him (Sri Singh). Sri Singh also asserts that when the concerned workman in course of his abuse tried to catch his (Sri Singh's) neck he (Sri Singh) stopped him and that others present separated the concerned workman. This witness was not cross-examined by the concerned workman even though he was present. The concerned workman who examined himself in the enquiry says that on 4-7-75 he went to duty at 11 P.M., that before going down the mine he got himself engaged in conversation on the top with two other face workers till 12 midnight, that as by then the cage was closed he could not go down the mine, that when at about 1 A.M. the explosive workers went down the mine in the cage he alongwith two other face workers and mining sirdar went down the mine in the same cage that after coming out of the cage he (workman) saw Sri Singh standing, that Sri Singh asked him (workman) why he was late, that he (workman) admitted before Sri Singh that he could not come down the mine as cage was closed at 12 midnight, that thereafter Sri Singh, asked him (workman) to go out of the mine, that he (workman) protested against the direction of Sri Singh saying that when he (Sri Singh) had allowed the two other face workers to work while he (Sri Singh) was refusing him (workman) that as Sri Singh did not listen to the protest he (workman) deposited the Cap Lamp and left the place, that on 5-7-75 at about 7 P.M. he (workman) met Sri Singh at Chasnalla gate where he had come for shopping, that at that place there were hot discussion between him (workman) and the Shift Asstt., that during discussions he (workman) might have tried to catch Sri Singh and that for such behaviour he (workman) was sorry. Such being the evidence led before the Enquiry Officer the finding arrived at by him that the concerned workman is guilty of the misconduct charged cannot be held to be unjustified. In the statement the workman has admitted his guilt and has expressed his regret. Besides this admission when the charge was explained to him at the initial stage of the enquiry he as noticed above also pleaded guilty. In these circumstances I hold that the finding arrived at by the Enquiry Officer is fully justified. The order of dismissal shows that on manager's recommendation to the Area Manager who is the Agent the Area Manager recommended dismissal to the Chief Executive who is himself a party to this reference. The only point of law raised by Mr. Anand Mohan in course of his argument is that the

impugned order of dismissal not having been passed by the owner/agent or the Chief Mining Engineer the same is bad in law and cannot be sustained. Agent as per definition in sec. 2(c) of the Mines Act, 1952 is that the word when used in relation to a mine means any person whether appointed as such or not who acts as the representative of the owner in respect of the management's control and direction of the mine or any part thereof and as such is superior to manager under the Act. There is no dispute that the area manager is superior to the manager. Under Ext. M-7 the area manager submitted the finding of the Enquiry Officer to the Chief Executive Chasnalla recommending termination of services of the concerned workman. The noting in Ext. M-7 further shows that the recommendation of the area manager was accepted and the area manager was asked to issue orders of dismissal. In pursuance to this orders were issued and the order of dismissal was communicated to the concerned workman under Ext. M-8. Area Manager whether appointed as an Agent or not certainly acts as the representative of the owner in respect of the management's control and direction of the mine and is superior to the manager. An agent may be a person who is appointed as such. But a person who is not appointed but acts as representative of the owner and exercises control and gives direction for the working of a mine can also be an agent. So the area manager though not appointed as an agent is an agent in view of the functions attributed to him in the present case. That being so the area manager in the instance case having recommended dismissal of the concerned workman to the Chief Executive, the Chief Executive having accepted the recommendation of the area manager and directed the area manager to issue the impugned dismissal order and the order of dismissal having been directed to be issued by the Area Manager and accordingly the impugned dismissal order having been issued and the said order having been communicated by the manager to the concerned workman the point raised by Mr. Anand Mohan appears to be of no substance. So far as the facts are concerned I have already indicated above that the allegations in the charge against the concerned workman have all been admitted in substance by him and that being so the finding of the Enquiry Officer that the concerned workman is guilty of the charge is beyond question. Mr. Anand Mohan further argues that in view of the gravity of misconduct said to have been established against the workman the punishment of dismissal is highly disproportionate. I do not agree with this. The behaviour which the concerned workman exhibited in abusing the Shift Asstt. and in trying to catch hold of his neck do constitute misconduct of assault as per clause 18(i)(c)(r) of the certified Standing Orders. Assaulting a senior officer is certainly misconduct of grave nature. The quarrel which took place at Chasnalla gate cannot be said to be dis-connected with concerned workman's services in the mine because the events narrated by the Shift Asstt. as well as the concerned workman himself go to show that the assault which took place at Chasnalla gate has a nexus with the workman's activities as a face worker in the mine in question. Such being the position and there being nothing to show that the action of the concerned workman at Chasnalla gate towards the Shift Asstt. was the result of a sudden and grave provocation punishment of dismissal from service inflicted on the workman in my view is appropriate.

For the reasons given above I held the impugned order of dismissal is fully justified and the concerned workman is not entitled to any relief as claimed by the union. The reference is answered accordingly. There will be no orders for cost.

[No. L-20012/274/80-D.III(A)]

[No. L-20012/274/80-D.III(A)]

New Delhi, the 11th February, 1982

S.O. 783.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad in the industrial dispute between the employers in relation to the management of Mael Colliery of Central Coalfields Limited, Post Office Chitarpur, District Hazaribagh and their workmen, which was received by the Central Government on the 8th February, 1982.

1312 GI/81—10.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 5/80

PARTIES:

Employers in relation to the management of Mael Colliery of Central Coalfields Ltd., P.O. Chitarpur, District Hazaribagh.

AND

Their workman.

APPEARANCES:

For the Employers—Shri S. L. Keshwani, Dy. Chief Personnel Manager.

For the Workman—Sri R. Tewari, Organising Secretary Colliery Karamchari Sangh.

INDUSTRY : Coal.

STATE : Bihar.

Dated, the 30th January, 1982.

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them U/s. 10(1)(d) of the Industrial Disputes Act, 14 of 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-20012/136/79-D.III(A) dated the 15th January, 1980.

SCHEDULE

"Whether action of the management of Mael Colliery of Central Coalfields Ltd., P. O. Chitarpur, District Hazaribagh in removing Shri S. S. Thakur, Security Sub-Inspector from service from the 24th December, 1976 is justified? If not, to what relief is the said workman entitled?"

2. The case of the union on behalf of the workman is that the concerned workman Sri S. S. Thakur, Security Sub-Inspector was removed from service with effect from 24th December, 1976 illegally on the basis of a chargesheet dated 4th July, 1976 on the allegation that he was absent without permission for more than 10 days. It is submitted that the concerned workman had been sent to Hazaribagh for renewal of gun licence on 3rd July, 1976 for which he had been paid D.A. and T.A., but on reaching Hazaribagh the challan could not be deposited because it was a Saturday. The following day was a Sunday and the concerned workman deposited the challan on 5th July, 1976 and so he was legally on duty on 3rd, 4th & 5th July, 1976 and the chargesheet that he was absent without permission on 4th July, 1976 is incorrect.

3. It is further stated that the concerned workman had applied for leave on 22nd June, 1976 and the applicant had been allowed verbally but still he was chargesheeted for being absent without permission. The other allegation is that the chargesheeting Officer interfered in the departmental enquiry unnecessarily and the enquiry report is biased. Further it is submitted that the dismissing authority was not the appointing authority and hence the dismissal order is illegal.

4 On the above allegations it is prayed that the concerned workman be reinstated with full back wages.

5. The management has come to contest the case of the concerned workman. It is stated that the sponsoring union has got no existence in the colliery in question and that the said union was not authorised to raise the present dispute.

6. On the merits it is stated that Sri Thakur was appointed initially as a Security-cum-Time Keeper in the Central Workshop at Barkakhana in the year 1969. At Barkakhana he along with another employee assaulted an Asstt. Engineer of the workshop and after a domestic enquiry the concerned workman was dismissed from service. There was a Reference regarding the propriety of dismissal but the dismissal order was upheld by the Central Government Industrial Tribunal No. 2, Dhanbad. Sri Thakur had a mercy appeal to the Chairman-cum-Managing Director which was considered on

humanitarian ground and he was given a fresh appointment and was posted in the Mael Project and thereafter was promoted to the post of Sub-Inspector and eventually as Security Inspector in May, 1974. In that very year however another departmental proceeding was started against him for defalcation of Company's money and for unauthorised absence which charges were established but again on mercy appeal by Thakur he was not dismissed but was reverted to the post of Security Sub-Inspector on certain terms.

7 It is then alleged that from 4th July, 1976 Sri Thakur started absents from duty without permission and without satisfactory cause for more than 10 days which was a misconduct and accordingly a chargesheet was issued against him. The reply to the chargesheet was not found satisfactory and hence a departmental enquiry was held in which full opportunity was given to Sri Thakur to defend himself and the Enquiry Officer on consideration of the evidence adduced before him found the charges proved. It is submitted that the Enquiry Committee consisted of 2 Senior Officers of the company and on receipt of the enquiry report and after considering the report and past record the management removed Sri Thakur from service with effect from 24th December, 1976. Sri Thakur again made a mercy appeal and it was reported that his family members had literally taken to begging and hence on humanitarian grounds and considering the apology of Sri Thakur and on his giving unconditional undertaking that he would not indulge in such misconduct in future ordered that he may be employed as fresh Head Watchman on the starting salary of the lower job and accordingly Sri Thakur was appointed to the post of Head Security Guard with effect from 27th August, 1977 and posted at Bhukunda. It is submitted that the concerned workman had no doubt filed an application on 22nd June, 1976 for leave but it had been rejected by the Project Officer. But in spite of it Sri Thakur remained absent without permission. It is however admitted that Sri Thakur went to Hazaribagh on 3rd July, 1976 for renewal of gun license of the management and he was paid D.A. and T.A. According to the management even if the challan could not be deposited on 3rd July, 1976, Sri Thakur was in charge of security should have returned back on 4th July 1976 and report for duty, but instead he absented himself. Sri Thakur however appeared on 10th July, 1976 when he was asked to report to the Project Officer but again he absented himself and turned up only on 16th July, 1976. The ground taken by the concerned workman that the Project Officer was not available has been denied on behalf of the management and it is stated that the Project Officer was available on 10th & 11th July, 1976. It is submitted that as Sri Thakur absented from duty for more than 10 days the order of dismissal is legal and valid and hence the concerned workman is not entitled to any relief.

8 The point for consideration is as to whether the action of the management in removing Sri Thakur, Security Sub-Inspector from service from 24th December, 1976 is justified. If not to what relief he is entitled.

9 The preliminary issue as to whether the enquiry was fair and proper was taken up and decided after evidence by this Court who by order dated 8th December, 1981 held that the enquiry was fair and proper. It will appear from the enquiry proceeding that the concerned workman was given full opportunity during enquiry stage and cross-examined the management's witnesses. The question however remains whether the order of removal was justified on merits or not. The concerned workman has not examined himself in support of his case nor any explanation has been given for his non-examination. From the record however it appears that the concerned workman had been sent to Hazaribagh on 3rd July, 1976 for renewal of gun license. Now if he could not deposit the challan on that day which was a Saturday he ought to have returned back to his headquarter on 4th July, 1976 and should have joined his duty and take necessary instruction from the management. But he did not do so. Rather he remained absent from duty at least with effect from 4th July, 1976 till 16th July, 1976. No doubt he returned to office on 10th July, 1976 but he again did not meet the Pro-

ject Officer and went back home on the ground of illness of his son without obtaining any leave or permission. Further though he had applied for leave from 5th July, 1976 to 8th July, 1976 as alleged by him he ought to have verified whether the leave had been granted or not. But he did not care to verify the same and remained absent after going to Hazaribagh and even after coming back to the headquarter he again absented himself. Thus it is clearly proved that the concerned workman was absent for more than 10 days without permission which is a misconduct under the Standing Orders.

10 It was however urged on behalf of the workman that as per letter Ext. M-6 when the concerned workman was absent without permission a letter should have been issued to him and then further steps should have been taken. But the aforesaid letter of the management does not show that issue of any such letter was mandatory. The concerned workman had absented from Hazaribagh where he had been sent for renewal of gun license, admittedly without obtaining any written permission for leave and so the aforesaid letter does not help him.

11 Another argument on behalf of the concerned workman is that he was appointed initially by the Chief Security Officer and so the order of dismissal should not have been passed by any other officer. But from Ext. M-7 it will appear that the dismissal order was passed after approval by the Chief Security Officer who was the appointing authority. Moreover the power of dismissal has been delegated to all General Managers, Area General Managers and other officers as per certified standing orders of the N.C.D.C. Therefore it cannot be held that the order of dismissal was not passed by the appointing authority.

12 The past record of the concerned workman, who held a responsible post being in charge of security, would also show that his work was not at all satisfactory. On one occasion he was dismissed and the dismissal order was upheld by the Tribunal still the management on humanitarian ground re-employed him. Subsequently he was again chargesheeted for defalcation but still he was not dismissed and was retained after giving some minor punishment. These facts are not denied. In such circumstances considering the past record of the concerned workman, it must be held that the order of dismissal was not a disproportionate punishment in view of the misconduct committed by him.

13 Considering the entire evidence and facts and circumstances of the case, it is held that the order of removal passed by the management against the concerned workman is legal and justified and he is not entitled to any relief.

14 I give my award accordingly.

J. N. SINGH, Presiding Officer
[No L-20012/136/79-D III(A)]

New Delhi, the 12th February, 1982

SO 784.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad in the industrial dispute between the employers in relation to the management of Saunda Colliery of Central Coalfields Limited, Post Office Saunda, District Hazaribagh and their workmen, which was received by the Central Government on the 10th February, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under Sec 10(1)(d) of the Industrial Dispute Act, 1947

Reference No. 26 of 1980

PARTIES.

Employers in relation to the management of Saunda Colliery of Central Coalfields Ltd., P.O. Saunda, District Hazaribagh.

AND

Their Workmen.

APPEARANCES:

For the Employers—Shri T. P. Choudhury, Advocate.

For the Workman—Shri S. Pal, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, dated, the 4th February, 1982.

AWARD

By Order No. L-20012/241/79-D.III(A) dated the 16th October, 1980, the Central Government being of opinion that an industrial dispute existed between the employers in relation to the management of Saunda Colliery of Central Coalfields Ltd., P.O. Saunda, District Hazaribagh and their workmen in respect of the matters specified in the schedule attached to the order, referred the same for adjudication to this Tribunal. The schedule to the order reads thus:

"Whether the demand of Shri Santosh Kumar Mukherjee, Shot Firing Mazdoor that he should be allowed to resume duty by the management of Saunda Colliery of Central Coalfields Limited, Post Office Saunda, District Hazaribagh is justified? If so, to what relief is the said workman entitled?"

2. After notice to the parties the employers have filed their written statement and rejoinder whereas the workman has filed his own written statement-cum-rejoinder.

3. The case of the employers as made out in their pleadings is as follows. The dispute in the case not having been sponsored by any union or a body of workmen the reference on the face of it is illegal. The alleged refusal by the management to allow the concerned workman to resume duty being neither discharge/dismissal/termination of service of the concerned workman the same cannot be deemed to be an industrial dispute within the meaning of Sec. 2A of I.D. Act. The reference being a stale one and the employers having given quietus to the case of the concerned workman the case of the workman cannot be re-opened. The concerned workman as a matter of fact raised his claim for the first time before the conciliation officer who close the case on the ground that it was a belated one. The case of the workman has been re-opened after this apparently due to some political pressure. The workman while working as Shot-firing Mazdoor in the Saunda Colliery was granted leave from 24th August, 1963 to 7th September, 1963. He was due to return on 8th September, 1963; but he neither informed the management nor turned up to join duty on 8th September, 1963. The service conditions of the workman at that time were being governed by the certified Standing Orders and under the relevant clause of the Standing Orders if a workman remained absent beyond the period of leave originally granted or subsequently extended he was to lose his lien on his appointment unless he returned within ten days of the expiry of the leave and explained to the satisfaction of the management his inability to return in time. Therefore as the concerned workman did not return to duty on 8th September, 1963 nor made an application within prescribed period explaining to the satisfaction of the manager his inability to return on the expiry of leave he lost his lien automatically. Hence there was no question of issuing any letter terminating his service by the management. After losing his lien the workman was entitled to be kept in the badli list. This also could not be done by the management as the concerned workman became untraced for over 12 years. After the expiry of 12 years one day the concerned workman suddenly appeared before the Dy. Superintendent of the Saunda Colliery by the end of 1975 armed with a certificate of a Kaviraj of a village in the District of Birbhum in the State of West Bengal. The certificate purported to show that the workman was suffering from lack of sufficient blood and consequent heart attack. This matter was examined in detail not only at the area level but also at Headquarters level. To ascertain the truth of the statement made in the Kaviraj's certificate the workman was directed to appear before a Medical Board of Saunda Colliery. The Board on examining

found the workman perfectly fit. This falsified the story of the workman being ill from January 1964 to 27th August, 1975 as per the certificate. The said certificate also mentioned that the workman was suffering from rheumatism and high fever, which later on developed to paralysis. The story, therefore, of the workman that he was suffering from rheumatism which developed later to paralysis was demolished by the Medical Board which examined the workman at the instance of the employers. The aforesaid certificate however did not explain as what had happened to the workman from 8th September, 1963 to 27th January, 1974. These facts only show that the concerned workman left the job. The letters which he wrote to the Area General Manager indicated that the workman was involved in some affair with a woman. When the headquarters refused to entertain the workman on his return at the end of 1975, he threatened to commit suicide in the headquarters office at Ranchi. Police was informed and he was taken to custody U/s. 309 of the I.P.C. He was however subsequently released on bail. In these circumstances the workman is not entitled to any relief claimed by him.

The case of the workman as per his pleading may be briefly stated thus. The dispute raised by the workman is within the purview of Sec. 2A of I.D. Act. It is true that the workman was granted leave from 24th August, 1963 upto 7th September, 1963. The management had however necessary information regarding illness of the workman after the expiry of his leave. There is no such Standing Orders that a workman if he does not report to duty after expiry of his leave within ten days and does not explain to the satisfaction of the management the reasons for not reporting in time he loses his lien. That apart the workman when he reported for duty at the end of 1975 explained the reason of his inability to return to duty on the expiry of his leave to the management. The workman after he took leave fell ill and subsequently his illness took a serious turn causing partial paralysis of his body. He on account of his poverty not being able to take to allopathic treatment which was a costly affair resorted to Ayurvedic treatment. By Ayurvedic treatment he slowly recovered from his paralytic attack. Immediately after his recovery he approached the management for permission to resume duty. The management first of all agreed to examine the workman medically to see if he was really fit to resume duty but when after medical examination the workman was found fit on 27th August, 1975 he was refused permission to resume duty. After the Medical Board granted a certificate of fitness to the workman the certificate was sent to the Superintendent of Mines, Saunda who afterwards sent the same to General Manager. Ultimately the matter was referred to the Chief Personnel Officer, N.C.D.C., Ranchi by the Medical Officer, N.C.D.C., Saunda. The management was biased against the concerned workman as he approached various higher authorities for permission to resume duty. While approaching various higher authorities for permission to resume duty the workman proposed to take recourse to hunger strike. This was falsely represented by the management as an attempt to commit suicide and so he was falsely implicated in a criminal case. On these allegations it is claimed for the workman that his demand to resume duty be held to be justified and that he should be reinstated.

4. During the hearing of the case two witnesses for the workman including the workman himself were examined and the management did not choose to examine any witness.

WW-1 is Kaviraj who claims to have treated the workman from 21st July, 1964 to 27th August, 1974. According to him the workman was suffering from rheumatism with high fever, and the left side of his body was paralysed during period of his treatment. The Kaviraj identifies the copy of the certificate granted by him, the original of which had been called for from the management. In cross-examination the witness says that he was registered as Kaviraj in 1931. When asked if his registration certificate is valid till the date of the deposition the Kaviraj says that the same had been submitted for renewal and had not been returned. This version of the Kaviraj throws a great deal of doubt on his testimony as

to whether he was really a registered Kaviraj as claimed. The Kaviraj further says in his cross-examination that all the records relating to the treatment of the workman have been lost in flood of 1978. This uncorroborated testimony of the Kaviraj is not acceptable. The inference therefore is that either the records are available and are not produced because they would not support the case of the workman or the workman was never treated by the Kaviraj. The other witness is the workman himself who is WW-2. He asserts that he went on leave from 24th August, 1963 for 15 days on account of illness. According to him his illness became serious and so he informed the management and prayed for extension of leave till 28th February, 1964. Even by 28th February, 1964 the workman says, that he was not fit to join duty. The evidence of the workman reveals that during his illness left side of his body was paralysed and he was not in a position to move out. The witness asserts that after 28th February, 1964 he was applying for extension of leave from time to time and those applications sometime used to be sent by Regd. A.D. and sometime under certificate of posting. While saying so the witness in his next breadth says that the postal receipts and acknowledgement forms are not with him. According to the workman as alopathic treatment was of no avail to him he took resort to Kaviraji treatment and was treated by WW-1 from 28th January, 1964 to 27th August, 1975. The workman further says that after this he became medically fit, reported for duty and even though the Medical Board of the management found him physically fit he was not allowed to resume duty. The witness has been constrained to admit in his cross-examination that the three letters addressed by him to G.M., Shri A. K. Chatterjee do not say that on account of his illness he was not able to join duty, that he was suffering from paralysis and that he was under treatment of Kaviraj WW-1. After carefully going through the evidence of WW-2 the story given by the witness in his deposition does not inspire confidence at all. The original Kaviraj's certificate is not produced by him on the plea that the same was submitted in original before the management. Three letters Exts. M-1 to M-3 written by him to the General Manager long after his recovery from illness do not corroborate the story of illness as deposed by the workman. His oral assertion that he was sending applications for extension of leave from time to time either by Registered Post or under certificate of posting cannot be believed in the absence of postal receipts which the workman says are not in his possession. Copies of the applications for extension of time are also not produced. On the analysis of the evidence of the two witnesses for the workman my conclusion is that no reliance can be placed upon the same. I do not believe that the workman was under the treatment of the Kaviraj WW-1 for the period claimed by him. Similarly I do not believe that the workman was making applications for leave from time to time covering a period of 12 years. The story of the workman that he was suffering from paralysis and was unable to move out does not appear to be true. It is doubtful as has been stated earlier whether the Kaviraj WW-1 is a registered Kaviraj or not. In these circumstances I hold that after taking leave from 24th August, 1963 to 7th September, 1963 the workman did not return to duty after the expiry of his leave without any reason and approached the management towards the end of 1975 for permission to resume duty on a false plea that on account of his illness he was not able to return to duty earlier. Mr. Pal files some postal receipts to show that the workman had sent some applications under certificate of posting for extension of leave. The workman who examined himself does not in his evidence connect the postal receipts with applications for extension of leave. No copy of the original application is proved. The filing of postal receipts by Mr. Pal on the day of argument of the case appears to be a belated attempt by the workman to make out a case of extension of leave. I do not place any reliance on the postal receipts. The question for consideration therefore is as to whether the management was under any legal obligation to allow the workman to join duty who remained absent for over 12 years after the expiry of his leave period on 8th September, 1963 without any intimation. If not whether refusal on the part of the management to permit the workman to join duty after his absence for more than 12 years amounts to re-

trenchment of the workman. Mr. T. P. Choudhury for the management in this connection refers to me Clause 10(f) of the certified Standing Orders Ext. M-4 applicable to the colliery in question. This provision clearly lays down that if a workman remains absent beyond the period of leave originally granted or subsequently extended he shall lose lien on his appointment unless he returns within ten days of expiry of the leave and explains to the satisfaction of the Manager his inability to return to duty on the expiry of leave. The provision further goes to show that in case the workman loses his lien on the appointment he shall be entitled to be kept on the 'Badli list'. Relying on this provision it is contended by Mr. Choudhury that in the case the workman's leave expired on 8th September, 1963. He did not return to duty on that day. He could have reported to duty within ten days from that day and would have explained to the satisfaction of the manager the reasons for his inability to return to duty in due time. Not having done so after expiry of ten days from 9th September, 1963 the workman lost his lien in his appointment automatically. Thereafter he was entitled only to be kept in the Badli list. Mr. Choudhury concedes that management has no objection to keep the concerned workman in the 'Badli list' from the day he reported to duty towards the end of 1975. The provision in the Standing Orders is an automatic process and it is not necessary for the management to terminate the services of a workman who loses his lien under the aforesaid provision. Therefore in such a case the workman cannot be said to be entitled to retrenchment compensation and therefore it cannot be said that Sec. 25F of I.D. Act not having been complied the workman in the present case is entitled to reinstatement with full back wages.

It is argued by Mr. S. Pal learned counsel for the workman on the other hand that even assuming that the workman remained absent after expiry of his leave for more than 12 years when he reported to duty it was obligatory on the part of the management to permit him to join his duty and the management's action in refusing permission to the workman to join duty amounts to termination of service which is retrenchment under Sec. 2(oo) of I.D. Act. Admittedly according to Mr. Pal Sec. 25F of I.D. Act not having been complied with the workman is entitled to reinstatement from the date when he reported for duty with full back wages.

Sec. 2(oo) of I.D. Act relied upon by Mr. Pal may be quoted herein below :

"retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

- (a) voluntary retirement of the workman ; or
- (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or
- (c) termination of the service of a workman on the ground of continued ill-health."

The aforesaid provision clearly says that there must be an act of termination by the employer terminating the services of a workman which under certain circumstances will amount to retrenchment. When termination of service of a workman is not the result of an action by the management terminating the service, such a termination would not amount to retrenchment. In the present case as per the provision of the Standing Orders referred to above the workman lost his lien to his appointment not by any act on the part of the management but on account of his own action in remaining absent from duty. This provision in the Standing Orders is one of the service conditions of the workman. Therefore in the instance case management not having taken any action to terminate the services of the concerned workman and the case being governed by Clause 10(f) of the certified Standing Orders Mr. Pal cannot rely upon Sec. 2(oo) of the I.D. Act and contend that the workman has been retrenched without payment of retrenchment benefit. True loss of lien on appointment on the part of a workman will have the same effect

as when his services are terminated. But to constitute retrenchment the act of termination of service must be of the employer.

In 32 FLR-197 (State Bank of India Vs. Sundermani) on which reliance is placed by Mr. Pal, a workman's employment came to an end on the basis of the language used in the appointment letter saying that the workman was appointed for 9 days and that his appointment would automatically cease on the expiry of the period. It was argued in that case by the management that some act of volition by the employer to bring about termination was essential to attract Sec. 25F and that automatic extinguishment of service by efflux of time would not be sufficient. Repelling this argument His Lordship Mr. Justice Krishna Iyer held that an employer terminates employment not merely by passing an order as the service runs but he can do so by writing a composite order, one giving employment and the other ending or limiting it. According to His Lordship in that case the order of appointment was of composite nature. Upon this conclusion it was held that the workman in that case had been retrenched without complying with Sec. 25F. This decision therefore clearly lays down that in a case where workman is appointed for a limited period his services are terminated by the employer on the expiry of his period of employment and so such an act of the employer amounts to retrenchment.

In the case reported in 13 SCLJ. 247 (Hindustan Steel Ltd. Vs. State of Orissa) on which Mr. Pal relies identically the same question arose which arose in the decision referred to earlier. By applying the principle laid down in 32 FLR. 197 (supra) their Lordships held that the case was one of retrenchment without compliance with Sec. 25F of I.D. Act. This decision therefore is of no assistance to Mr. Pal.

In 2 SCLJ. 1037 (National Engineering Industries Ltd. Vs. Hanuman) the workman did not report to duty after expiry of his period of leave during the period permissible under SO (i) in Sec. G of the certified Standing Orders. So the management contended that by virtue of the aforesaid provision in the Standing Order the workman lost his lien on his appointment that his service stood automatically terminated under the Standing Orders and that no order was passed as such by the management terminating the workman's service. This contention of the management was upheld by their Lordships who observed as follows:

"Where therefore a Standing Order provides that a workman would lose his lien on his appointment if he does not join his duty after his leave expires it can only mean that his service stands automatically terminated when the contingency happens."

Such an automatic termination according to their Lordships would not mean change of conditions of service of the workman U/S. 33 of I.D. Act. According to their Lordships once a workman loses his lien on his appointment, he loses his appointment. This decision although is not one as to whether losing of lien on the appointment by a workman by his own act is retrenchment as defined in Section 2(oo) of I.D. Act still then it clearly lays down that where workman loses his lien by his own action and the management does not pass an order terminating his services, the service of the workman is automatically terminated. Such automatic termination of service even though is the effect of loss of lien the employer cannot be held responsible for such effect because he has not done any act terminating the service. As I have already observed above as per the definition of the word "retrenchment" given in Sec. 2(oo) of I.D. Act it means the termination by the employer of services of a workman. Since in the present case the management has done nothing to terminate the service of the concerned workman and the concerned workman has lost his lien on his appointment by his own act the case cannot be treated as a case of retrenchment as contended by Mr. Pal.

It would be worthwhile to notice in this connection a decision reported in 14 SCLJ. 57 (Delhi Cloth & General Mills Vs. Sambhram Nath Mulherjee) In that case the workman attended work on 14th August 1965 15th August, 1965 was a public holiday. The workman absented from duty from 16th August 1965. Clause 27(c) of the Standing Orders provided as follows:—

"If any workman absents for more than 8 consecutive days his services shall be terminated and he shall be treated having left the service without notice."

In pursuance to the above provision the management wrote a letter to the workman saying that his name had been automatically struck off from 24th August, 1965 for continued absence without intimation. Their Lordships in that case said that the workman having only absented from 16th August, 1965 even under the Standing Orders he was not absent for more than 8 consecutive days and so the impugned order of the management was untenable even on the basis of the Standing Orders. While saying so their Lordships further held that striking off the name of the workman from the rolls by the management is an act of termination of service of the workman and such termination would be retrenchment within the meaning of Sec. 2(oo) of the I.D. Act. As there was no compliance with mandatory provisions of Sec. 25F(a) and 25F(b) the order of retrenchment according to their Lordships was held to be invalid. In this case the question of losing lien by a workman for his continued absence for the prescribed number of days did not arise. The Standing Orders under which the management took shelter clearly stated that if any workman absented for more than 8 consecutive days his services shall be terminated. This shows that the management had the power under the relevant Standing Orders to terminate the services of a workman who absented himself from duty for more than 8 consecutive days. As a matter of fact in the case before their Lordships the management by an order struck off the name of the concerned workman for his absence relying on the aforesaid provision of Standing Orders. Such being the position and the management by striking off the name of the concerned workman from the rolls in that case having terminated the services of the workman their Lordships were right in holding that such a termination of service by the management amounted to retrenchment. In the case before me the management has not passed any orders. It has only relied upon Clause 10(f) of its certified Standing Orders Ext. M-4 and contends that the workman cannot be permitted to resume his duty after 12 years absence having lost his lien in his appointment. Management not having taken any action there is no act by the management which can be said to be an act of retrenchment.

In 15 SCLJ. 1 (G. T. Lad Vs. Chemicals and Fibres of India Ltd.) three questions came up for consideration by their Lordships, namely, (1) what is the true meaning of the expression 'abandonment of service', (2) whether in the circumstances of the case it could be said that the appellants had voluntarily abandoned the service of the company, and (3) whether the act on of the company in removing the names of the appellants from its rolls on the presumption that they had abandoned service would constitute a change in the conditions of service of the appellant. On the first question their Lordships held that abandonment or relinquishment of service is always a question of intention that normally such an intention cannot be attributed to an employee without adequate evidence and that whether there has been voluntary abandonment of service or not is a question of fact which has to be determined in the light of the surrounding circumstances of each case. On the second question it was held that as the workman went on strike after giving notice the management after declaring such strike illegal and calling upon the workman to join, cannot treat the workman not responding to management's call to resume duty as a case of voluntary abandonment. Regarding third question their Lordships said that in view of absence of any provision in the certified Standing Orders by virtue of which management could treat the services of a workman as terminated on the plea that the abandoned his services, an order passed by the management treating the services of the workman in the case on the ground that they had abandoned their services amounted to change in condition of service without notice. In the case before me there is no provision in the certified Standing Orders for treating the service of a workman as abandoned when he remains absent from duty for a certain number of days. The management also in the present case does not come forward with a case of abandonment of service by the concerned workman. That apart in view of decision of their Lordships as mentioned above in the absence of any provision regarding abandonment in the certified Standing Orders

It is not open to the management to make out a case of abandonment against the concerned workman. This case therefore is of no assistance to either side.

The unreported decision of High Court of Judicature at Patna, Ranchi Bench in Civil Writ Jurisdiction Case No. 135 of 1980(K) relied upon by Mr. T. P. Choudhury is not on the point in my view. In that case the workman was arrested in the mid-night of 10th August, 1977 and released on bail on 10th November, 1977. He therefore absented from duty for more than 10 days. The explanation of the workman that because of his detention he could not return to duty came up for consideration before their Lordships. Their Lordships said that the question that arose for consideration in the case was as to whether the absence of workman from duty while he was in a detention for more than 10 days can be treated as absence without permission in terms of Standing Order No. 17. Relying in the case of Burn & Co. decided by the Supreme Court their Lordships of Patna High Court said that where ground of discharge was continuous absence of the workman on account of his inability to do the work no useful purpose would have been served by formal charge to the workman as there would be no conceivable answer for the workman to give for not joining duty. Accordingly it was held that when the workman was arrested and could not report for duty for more than 10 days the management was justified to terminate his service. This case, therefore, does not decide the point raised before me as to whether loss of lien of the concerned workman on his appointment for his absence from duty for more than 12 years amounts to retrenchment.

The other points of law raised by the management in its pleading have not been pressed before me and therefore they are treated to be not pressed.

6. For the reasons given above I hold that the demand of Sri Santosh Kumar Mukherjee, Shot Firing Mazdoor that he should be allowed to resume duty by the management of Saunda Colliery of Central Coalfields Limited, Post Office Saunda, District Hazaribagh is not justified and that the workman is not entitled to any relief. The reference is answered accordingly. There will be no order for costs.

B. K. RAY, Presiding Officer

[No. L-20012/241/79-D.II(A)]

A. V. S. SARMA, Desk Officer

New Delhi, the 15th February, 1982

S.O. 785.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Arbitrator in the industrial dispute between the employers in relation to the management of Loyabad Colliery of Messrs Bharat Coking Coal Limited, Post Office Bansjora, District Dhanbad, and their workmen, which was received by the Central Government on the 10th February, 1982.

BEFORE J. N. SIMLOTE,

Deputy Chief Labour Commissioner (Central),

AND

Arbitrator appointed under Section 10A of the I.D. Act, 1947.

PARTIES :

Loyabad Colliery of M/s. Bharat Coking Coal Ltd.,
P.O. Bansjora, Distt. Dhanbad—Employers

AND

Rashtriya Colliery Mazdoor Sangh, Dhanbad through its
Secretary on behalf of worker.

APPEARANCES :

For Employer.—1. Shri H. R. Choudhary, Sr. Personnel Officer, M/s. B.C.C.L. Dhanbad, 2. Shri S. Kumar, Sr. Personnel Officer, M/s. B.C.C.L. Dhanbad.

For Workmen.—1. Shri G. D. Pandey Secretary, Rashtriya Colliery Mazdoor Sangh, Dhanbad.

No. 1(27)/81-Dy. C.L.C.(C)

Industry—Coal

AWARD

The Management of Loyabad Colliery of M/s. Bharat Coking Coal Limited and Rashtriya Colliery Mazdoor Sangh (INTUC) representing Shri Mangal Mia, Trammer, Loyabad Colliery agreed to refer under Section 10(A) of the I.D. Act, 1947 dispute noted below for my arbitration and the same was notified vide Ministry of Labour Order No. L-20013(8)/81-D. III. A dated the 23rd October, 1981.

"Whether the demand of Rashtriya Colliery Mazdoor Sangh, Rajendra Path, Dhanbad that the date of birth of Shri Mangal Mia, Trammer, Loyabad Colliery of M/s. Bharat Coking Coal Ltd, P. O. Bansjora Distt. Dhanbad is in 1926 is justified ? If so, to what relief is the workman entitled ?"

2. The case of the Union is that Shri Mangal Mia, the worker concerned is a permanent employee of Loyabad Colliery working long before nationalisation. His correct date of birth has not been recorded by the management. The old 'B' Form Registers maintained at Loyabad Colliery were destroyed by the Management and new 'B' Form Register has been prepared wherein the dates of birth of the workmen have been recorded whimsically without their knowledge or consent or even without making their personal verification. As soon as the worker concerned i.e. Shri Mangal Mia came to know of his wrong date of birth and superannuation on the basis of that date he represented the Management. In view of the glaring variation in the recorded date of birth and personal verification the manager of Loyabad Colliery on 19th August, 1980 forwarded a list of workers including Shri Mangal Mia to the Area Office for referring the case to the Medical Board for determination of the ages of such workers. For one reason or the other action could not be taken thereon and on the contrary proposals were mooted for retiring Shri Mangal Mia, in the year 1980 itself. However, on further representations the management could assess the mistake and allowed him to continue. The Rashtriya Colliery Mazdoor Sangh vide their letter dated 11-2-1980 addressed to the General Manager (Personnel), M/s. Bharat Coking Coal Ltd. requested to have correction of the date of birth of Shri Mangal Mia and in the alternative to have his assessment of the age through Medical Board. A subsequent reminder was also issued by the Rashtriya Colliery Mazdoor Sangh on 20th March, 1980 and again on 11th June, 1980. The Union during the arguments emphasised that it would be no use to mention of the alleged delay in raising the dispute by the worker as the worker came to know of the action of the management only when he was to be superannuated and that the management allowed him to continue after December, 1980 on realisation of their mistake. It need not be emphasised that the worker is quite illiterate. And then the management has fixed 1920 as the date of birth meaning thereby that the management is not sure of aware of the specific date he was born. Shri Mangal Mia could not have been born on all the 365 days of 1920. Further more his elder brother is still working in M/s. Bharat Coking Coal Ltd. & was an ex-employee of M/s. Bird and Co. (In this connection the management mentioned that this point has not been raised in the statement of case and no adequate evidence has been tendered). In Form 'B' register produced by the management and prepared in 1972 the age of Shri Mangal Mia has been shown as 45 years at serial No. 1384. In accepting the very entry in the document produced by the management the document is to be maintained statutorily the result will be that the year of superannuation comes 1987. The union therefore, insisted that when there is a difference of opinion in regard to the age of worker a reference is to be made to the Medical Board for determination of the age. This is as per the decision of the Joint Binartite Committee for Coal Industry. There is an apparent variation of age in the records of the employer himself besides genuine difference of opinion between the worker (Union) and the management.

3. It was mentioned on behalf of the management that the records of their office show that the date of birth of Shri Mangal Mia is 1920. The record of the Coal Mines

Provident Fund Commissioner, Dhanbad also reveal the same. In the Antena Card also the date of birth has been shown as 1920. If there was anything wrong in the recorded age the worker ought to have raised the dispute much earlier with documentary evidence. The management produced Card No. D/133974 in original which shows that Shri Mangal Mia was born in 1920, his date of appointment was 1949 and had availed leave from 28-5-51 to 17-6-51 etc. This is an old document which has thumb impression of Shri Mangal Mia. Furthermore, the management also produced Form 'B' register prepared in 1972 of which a mention has been made supra. The declaration in Form 'A' of Coal Mines Provident Fund Department mention the date of birth as 16th July, 1920. The management also laid emphasis on the Identity card issued in 1973 mentioning 1920 as the year of his birth. The management also produced another old register showing 1920 year of birth (objected to by the union on the ground that the said register is not statutory). The register of identity cards also shows 1920. The register was prepared after nationalisation.

4. From some of the other documents there is a reason to believe that his year of birth is 1920 but there is nothing on record to substantiate as to how that date was recorded or arrived at Except Form 'A' of the Coal Mines Provident Fund Department there is no record which mentioned the date of birth. Indications are that he was born in 1920 in other registers but no statutory record has been produced except Form 'B'. It is obviously difficult to reconcile the age as given in the Form 'B' register of the management and their own contention. Form 'B' register produced mention 45 year in clear works and the register was prepared in 1972. This indication is also very clear. The management has not been able to reconcile present discrepancy and all that they have to say is that their records are not incorrect and that their decision to superannuate him was based on documents in their possession. The worker has also not shown or given satisfactory evidence as to how that date is wrong and as to what should be the correct date of birth. In any case, one can not ignore Form 'B' register.

Taking into consideration of all the factors, contradictions and submission of the parties, I am inclined to take a view that the evidence do not indicate a particular date or year. Doubt has been created and is to be rectified. The request of the worker can not be rejected straight off under such circumstances. Off course, I am not prepared to rely on the argument that as his elder brother is still serving there is not case for superannuation of Shri Mangal Mia. The date of birth of Shri Mangal Mia's brother may in itself be wrong. I, therefore, hereby decide that Shri Mangal Mia should furnish to the employer within one month of publication of this Award, documents substantiating his age, such as birth certificate, School certificate (if he had studied) or any other authentic (acceptable) document(s). The management is to decide on the basis of document(s) thus produced within one month thereof. In the alternative, in case the worker is not able to produce any satisfactory document(s) within the period stipulated above the management shall ask the worker to report to the Medical Board for examination for determination of his age. The decision of the Medical Board shall be treated as final, and binding. This seems to be equitable to both the parties. I award accordingly.

5. As per original agreement the Award was to be given within 3 months from the date of publication. This period has been modified and fixed by the parties to five months w.e.f. publication of agreement in the Gazette.

J. N. SIMLOTE, Dy. Chief Labour Commissioner
and Arbitrator

Dhanbad, the 8th February, 1982

[No. L-20013(8)/81-D. III (A)]

A. V. S. SARMA, Desk Officer

नई दिल्ली, 6 फरवरी, 1982

कां० 786.—मैसर्स हरियाणा स्टेट माइन्स इन्डि-
मेशन (ट्यूब वेल्स) कार्पोरेशन लिमिटेड, एस्०सी० ओ०
66-67-सेक्टर-17बी, चंडीगढ़, (पी०एम 2321) (जिसे इस
में इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी
भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952
(1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम
कहा गया है) की धारा 17 की उपधारा (2क) के अधीन
छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त
स्थापन के कर्मचारी किसी पृथक अभिदाय या प्रीमियम का
संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सा-
मूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा
उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन
फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप
सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त
स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की
उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए
और इससे उपाबद्ध अनुसूची में निर्दिष्ट शर्तों के अधीन
रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए
उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजन प्रादेशिक भविष्य
निधि प्रायुक्त, पंजाब को ऐसी विवरणियां भेजेगा और ऐसे
लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान
करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की
समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय
सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क)
के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशामन में, जिसके अन्तर्गत
लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा
प्रीमियम का संदाय, लेखाओं का अनुसरण, निरीक्षण, प्रभारों
का संदाय आदि भी है, होने वाले सभी व्ययों का वहन
नियोजक द्वारा किया जायेगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित
सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब
कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति
तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य
बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि
का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन
की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में
नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा
स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा

और उसकी बावत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सौंप करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है तो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक अधिष्य निधि आयुक्त, पंजाब के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक अधिष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुनिश्चित अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस निबन्ध तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दे दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय, आदि में किए गए किसी व्यक्तिगत की दशा में, उन मूल सदस्यों के नामनिर्देशितियों या विधिक वारिसों को यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं०एस-35014/107/81-पी०एफ-21]

New Delhi, the 6th February, 1982

S.O. 786.—Whereas Messrs Haryana State Minor Irrigation (Tubewells) Corporation Limited, S. C. O. 66-67, Sector 17-B, Chandigarh (PN/3321) (hereinafter referred to as the said establishment) have applied for examination under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Punjab and maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts Submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in this establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner Punjab and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India

as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium etc. the responsibility for payment of assurance benefits to the nominee or legal heirs of deceased member who would have been covered under the said scheme but for grant of his exemption, will be that of the employer.

12. Upon the death of the member covered under the scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014/107/81-PFII]

का० आ० 787 .—मद्रास एल्युमिनियम कम्पनी लिमिटेड, मट्टूर डैम, (जिला सेलम) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजन प्रादेशिक भविष्य निधि आयुक्त, मद्रास को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निदिष्ट करे ।

2. नियोजक, ऐसे निरीक्षक प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निदिष्ट करे ।

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3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत्त करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदाय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदाय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी को प्रति-कर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, मद्रास के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त बीमा अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रह की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस निश्चित तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी का व्ययगत हो जाने दे दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय, आदि में किए गए किसी व्यतिरिक्त की दशा में, उन मृत सदस्यों के नाम-निर्देशितियों या विधिवत वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिवत वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस-35014/14/81-पी० एफ०-II]

S.O. 787.—Whereas Messrs. Madras Aluminium Company Ltd., Regd. Office and Factory Mettur DAM-636402, Salem Distt. (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A), of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in this establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default if any made by the employer in payment of premium etc., the responsibility for payment of assurance benefits to the nominee or legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, will be that of the employer.

12. Upon the death of the member covered under the scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014/14/81-PF.II]

शुद्धि-पत्र

नई दिल्ली, 12 फरवरी, 1982

का० आ० 788.—भारत के असाधारण राजपत्र, भाग II, खण्ड 3, उप-खण्ड (ii), दिनांक 3 अक्तूबर, 1981 में प्रकाशित भारत सरकार, श्रम मंत्रालय की अधिसूचना संख्या का० आ० 731(अ), दिनांक 3 अक्तूबर, 1981 के,—

(1) पृष्ठ 1272, की द्वितीय पंक्ति में "लाकरशवस" के स्थान पर "लकड़वास" पढ़ें ;

(2) पृष्ठ 1272, की तृतीय पंक्ति में "बदारही" के स्थान पर "मादड़ी" पढ़ें।

[संख्या एस-38013/26/81-एच०आई०]

CORRIGENDUM

New Delhi, the 12th February, 1982

S.O. 788.—In the notification of the Government of India in the Ministry of Labour No. S. O. 731(E), dated the 3rd October, 1981 published in the Gazette of India Extraordinary, Part II, section 3, sub-section (ii), dated the 3rd October, 1981,—

(1) at Page 1272, in line 11, for "lakarshvas" read 'Lakarwas',

(2) at Page 1272, in line 12, for 'Madarhi' read 'Madrhi'.

[No. S-38013/26/81-HI]

का० आ० 789.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स सेल राइट (प्राइवेट) लिमिटेड, 51-ए, रानी झंसी रोड, नई दिल्ली जिसके अन्तर्गत 91-ए, बजीरपुर इंडस्ट्रियल एरिया, दिल्ली स्थित उसकी शाखा भी है, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस-35019/97/81-पी०एफ०-II]

S.O. 789.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Sell Right (Private) Limited, 51-A, Rani Jhansi Road, New Delhi including its branch at 91-A, Wazipur Industrial Area, Delhi, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment.

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/97/81-PFII]

का० आ० 790.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स दिल्ली स्टेट कांफ्रापरेटिव यूनियन लिमिटेड, 31 नेताजी, सुभाष मार्ग, नई दिल्ली-2, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस-35019/173/81-पी०एफ०-II]

S.O. 790.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Delhi State Co-operative Union Limited, 31 Netaji Subhas Marg, New Delhi-2, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019/173/81-PF-II]

का० आ० 791.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स साडी सदन, चांदनी चौक, दिल्ली-6, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस-35019/176/81-पी०एफ०-II]

S.O. 791.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Saree Sadan, Chandni Chowk-Delhi-6, have agreed that provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019/176/81-PF-II]

का० आ० 792.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स सारावतीपुर फार्मर्स कोऑपरेटिव सोसाइटी लिमिटेड, डाकघर सतसंखा, जिला पुरी, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस-35019/177/81-पी०एफ०-II]

S.O. 792.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Sarawatipur Farmers Service Cooperative Society Limited, Post Office, Satashankha, District Puri, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019/177/81-PF-II]

का०आ० 793.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स स्टेण्डर्ड मेटल वायर्स (प्राइवेट) लिमिटेड, ए-26 नारायणा इंडस्ट्रियल एरिया फेज I, नई दिल्ली-28, नामक स्थापन से सम्बन्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिएं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है ।

[सं० एस-35019/135/81-प० एफ०-II]

S.O. 793.—Whereas it appears to the Central Government that the employer and the majority of the Employees in relation to the establishment known as Messrs Standard Metal Wires (Private) Limited, A-26, Naraina Industrial Area, Phase-I, New Delhi-28, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019/135/81-PF-II]

का०आ० 794.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स इंजीनियरिंग इक्विपमेन्ट्स मैन्युफैक्चरर्स, सं० 131 और 132 इंडस्ट्रियल एरिया, तीसरा फेज पीनवा, बंगलूर, नामक स्थापन से सम्बन्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिएं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है ।

[सं० एस-35019/304/81-पी० एफ०-II]

S.O. 794.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Engineering Equipments Manufacturers, No. 131 and 132, Industrial Area, III Phase, Peenva, Bangalore, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019/304/81-PF-II]

का० आ० 795.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स सुमेरु रबर (प्राइवेट) लिमिटेड, इट्टुमानूर, कोट्टायम, केरल, नामक स्थापन से सम्बन्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिएं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है ।

[सं० एस-35019/305/81-पी० एफ०-II]

S.O. 795.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Sumeru Rubber (Private) Limited, Industrial Estate, Ettumanoor, Kottayam, Kerala, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019/305/81-PF-II]

का०आ० 796.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स श्रीनिवास ट्रेडिंग कंपनी, साइजिंग यूनिट, 21-ई, रेलवे फीडर रोड, सन्करनकोइल तमिलनाडु, नामक स्थापन से सम्बन्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिएं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है ।

[सं० एस० 35019/306/81-पी० एफ०-II]

S.O. 796.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Srinivas Trading Company, Sizing Unit, 21-E, Railway Feeder Road, Sankarankoil, Tamil Nadu, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019/306/81-PF-II]

का० आ० 797.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स कुमार इंटर प्रयइजेज, 850 पांचवा ब्लॉक, राजाजी नगर, बंगलूर-10 नामक स्थापन से सम्बन्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिएं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं. एम. 35019/307/81 पी. एफ.-II]

S.O. 797.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Kumar Enterprises, 850, 5th Block, Rajaji Nagar, Bangalore-10, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019/307/81-PF-II]

नई दिल्ली, 15 फरवरी, 1982

का.आ. 798.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसेर्स गोपाल ट्रेडर्स, पी. 399/1, केयातल्ला लेन, कलकत्ता-29 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं. एम.-35017/15/81-पी. एफ.-2]

New Delhi, the 15th February, 1982

S.O. 798.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Gopal Traders, P. 399/1, Keyatalla Lane, Calcutta-29, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35017/15/81-PF-II]

का. आ. 799.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसेर्स इलेक्ट्रो मैकेनिकल इंडस्ट्रीज, 2, इंडियन इक्विपमेन्ट्स, कलकत्ता-1 जिसके अन्तर्गत 103, फोर-शोर रोड, शिवपुर, हावड़ा स्थित उसका कारखाना भी है, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं. एम.-35017/29/81-पी. एफ.-2]

S.O. 799.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Electro Mechanical Industries, 2, Indian Exchange Place, Calcutta-1 including its factory at 103, Foreshore Road, Shibpur, Howrah, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35017/29/81-PF-II]

का.आ. 800.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसेर्स ट्रान्सवर्ल्ड शिपिंग सर्विसेज (इंडिया) लिमिटेड, 97, जानी मेकर चैम्बर्स-2, नामी मंजिल, नरिमन प्वाइंट, मुम्बई-21, जिसके अन्तर्गत (1), 145, लिंगी चेट्टी स्ट्रीट, मद्रास-1 (2) दूसरी मंजिल, मारूर हाउस, के. एस. राव रोड, मंगलूर-1 और (3) एमरर स्ट्रीट, टूटीकोरिन स्थित उसकी शाखाएं भी हैं, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं. एम. 35018/106/81-पी. एफ. 2]

S.O. 800.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Transworld Shipping Services (India) (Private) Limited, 97, Jollymaker Chambers-II, 9th Floor, Nariman Point, Bombay-21, including its branches (1) 145, Linghi Chetty Street, Madras-1, (2) 2nd Floor, Maroor House, K. S. Rao Road, Mangalore-1, and (3) Emperor Street, Tuticorin, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35018/106/81-PF-II]

का.आ. 801.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसेर्स केशवानी सिल्क मिल्स (प्राइवेट) लिमिटेड, डी-127, ट्रान्स थाना क्रैक इंडस्ट्रियल एरिया, ग्राम शिरवाने, थाने बेल-पूर रोड, थाना जिसके अन्तर्गत 9-11, विठोबा लेन, विट्टल वाड मुम्बई-2 स्थित उसकी दुकान और फेथम हाउस, भूमितल 10, ग्राहमरोड, बेल्लाड हस्टेट, मुम्बई-38 स्थित उसका प्रशासनिक और विक्रय कार्यालय भी हैं, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं. एम.-35018/122/81-पी. एफ. 2]

S.O. 801.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Keswani Silk Mills (Private) Limited, D-127, Trans Thana Creek Industrial Area, Shirvane Village, Thana Velapur Road, Thana including its shop at 9-11, Vithoba Lane, Vithalwadi, Bombay-2 and Administrative and Sales Office at Feltham House, Ground Floor, 10 Graham Road, Ballard Estate, Bombay-38, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35018(122)/81-PF-II]

का० आ० 802.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स राकेवेल कार्पोरेशन, शिवाजी कालोनी, प्लॉट सं० 4, पेरेरा हिल रोड, मोहन स्टूडियो के पास, अंधेरी (पूर्व) मुम्बई-93, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस०-35018/146/81-पी०एफ०-2]

S.O. 802.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Rockvel Corporation, Shivaji Colony, Plot No. 4, Pereira Hill Road, Near Mohan Studio, Andheri (East), Bombay-93, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35018(146)/81-PF-II]

का० आ० 803.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स शरत इंडस्ट्रीज मार्केटिंग कम्पनी, 171, डा०डी० नी० रोड, मुम्बई-11 जिसके अन्तर्गत (1) 27, रुमेल मार्केट स्वबायर, बंगलौर-51 (2) 550, न्यू क्लाय मार्केट अहमदाबाद-2 (3) 30 आबिद शाफिग सेन्टर, चिराग अली लेन, हैदराबाद-1 (4) भसीन निवास, पोस्ट बाक्स सं०-69, सुपराला रोड, लुधियाना-8 और 259, डिफेंस कालोनी, फनाई ओवर, नई दिल्ली-24 स्थित उसकी शाखाएं भी हैं, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस०-35018(171)/81-पी०एफ०-2]

S.O. 803.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Sharat Industries Marketing Company, 171, Dr. D. N. Road, Bombay-1 including its branches at (1) 27, Russell Market Square, Bangalore-51, (2) 550, New Cloth Market, Ahmedabad-2, (3) 30, Abid Shopping Centre, Chirag Ali Lane, Hyderabad-1, (4) Bhasin Niwas, Post Box No. 69, Samrala Road, Ludhiana-8 and 259, Defence Colony Fly-over, New Delhi-24, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952), should be made applicable to the said establishment.

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35018(171)/81-PF-II]

का० आ० 804.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स हाफी इलैक्ट्रा, विवेकानन्द रोड, ग्राम कावेसार, जिला थाना जिसके अन्तर्गत जीवन साहकार, फिरोजशाह मेहता रोड, मुम्बई-1 स्थित उसकी शाखा भी है, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस०-35018/177/81-पी०एफ०-2]

S.O. 804.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Hafi Elektra, Vivekanand Road, Village Kavesar, District Thana including its branch at Jeevam Sahakar, Phirozshah Mehta Road, Bombay-1, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35018(177)/81-PF-II]

का० आ० 805.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स कैश डेडर्स, 59, एन०टी० क्लाय मार्केट, इन्दौर नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थान को लागू करती है।

[सं० एस०-35019/61/81-पी०एफ०-2]

S.O. 805.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Cash Traders, 59, M.T. Cloth Market, Indore, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(61)/81-PF-II]

का० आ० 806.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स आटो इंडिया, इंडस्ट्रियल इस्टेट, उद्यम बाग, बेलगांव नायक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस०-35019/63/81-पी०एफ०-2]

S.O. 806.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Auto India, Industrial Estate, Udyambagh, Belgaum, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(63)/81-PF-II]

का० आ० 807.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स बीना इंजीनियरिंग वर्क्स, धौपुनपाडी, कोचीन-5, मास मट्टनचेरी, तालुक कोचीन, जिला-एरनाकुलम नायक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस०-35019/64/81-पी०एफ०-2]

S.O. 807.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Beena

Engineering Works, Thoppupady, Cochin-5, Mattencherry Village, Cochin Taluk, Ernakulam District, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(64)/81-PF-II]

का० आ० 808.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स विगानार (प्राइवेट) लिमिटेड, 25/40-ए, मिडिल सर्किल, कनाउट प्लेस, नई दिल्ली-1 नायक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस०-35019/69/81-पी०एफ०-2]

S.O. 808.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Vignair (Private) Limited, 25/40-A, Middle Circle, Connaught Place, New Delhi-1, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(69)/81-PF-II]

का० आ० 809.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स रामेश्वर टाकीज, सेंधवा, जिला खारगोन, (मध्य प्रदेश) नायक स्थान से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस०-35019/70/81-पी०एफ०-2]

S.O. 809.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Rameshwar Talkies, Sendhwa District Khargone (Madhya Pradesh), have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(70)/81-PF-II]

का० आ० 810.—केन्द्रीय सरकार को यह प्रतीत है कि मैसर्स अग्रवाल प्लास्ट विक्स, 56-बी, राम मार्ग, नई दिल्ली-15 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस०-35019/78/81-पी०एफ-2]

S.O. 810.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Aggarwal Plastwears, 56-B, Rama Marg, New Delhi-15, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(78)/81-PF-II]

का० आ० 811.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स फिलको स्टील्स (प्राइवेट) लिमिटेड, बी-122, मायापुरी इंडस्ट्रियल एरिया, नई दिल्ली नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस०-35019/79/81-पी०एफ०-2]

S.O. 811.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Philco Steels (Private) Limited, B-122, Mayapuri Industrial Area, New Delhi, have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(79)/81-PF-II]

का० आ० 812.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स जय ट्रेडर्स, 59, एम०टी० क्लाय मार्किट, इन्दौर नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस०-35019/80/81-पी०एफ० 2]

S.O. 812.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Jai Traders, 59- M.T. Cloth Market, Indore, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall come into force on the will be indicated on the date of issue.

[No. S. 35019(80)/81-PF-II]

का० आ० 813.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स डी०जी०ए०एफ०एम०एस० स्टाफ कैंटीन, रक्षा मंत्रालय, एल एण्ड एम ब्लॉक, चर्च रोड, नई दिल्ली नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस०-35019/81/81-पी०एफ०-2]

S.O. 813.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs D.G.A.F.M.S. Staff Canteen, Ministry of Defence, L & M Block, Church Road, New Delhi have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(81)/81-PF-II]

का० आ० 814.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स मयूर प्रिंटिंग प्रेस, 9/44, इंडस्ट्रियल एरिया, कोर्तनगर, नई दिल्ली नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस० 35019/82/81-पी०एफ० 2]

S.O. 814.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Mayur Printing Press, 9/44, Industrial Area, Kirti Nagar, New Delhi, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(82)/81-PF-II]

का० प्रा० 815.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स मायेश केमिकल इंटरप्राइजेज (प्राइवेट) लिमिटेड, 36/37, इंडस्ट्रियल एरिया, उज्जैन रोड, देवास नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिएं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस०-35019/84/81-पी०एफ० 2]

S.O. 815.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Mayesh Chemical Enterprises, (Private) Limited, 36/37, Industrial Area, Ujjain Road, Dewas, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment.

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(84)/81-PF-II]

का० प्रा० 816.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स स्टैण्डर्ड सेल्स कारपोरेशन, 7820/6, नई बस्ती, बाड़ा हिन्दू राव, दिल्ली-6, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिएं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस०-35019/178/81-पी०एफ०-2]

S.O. 816.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Standard Sales Corporation, 7820/6, Nai Basti, Bara Hindu Rao, Delhi-6, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

1312 GI/81-12

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(178)/81-PF-II]

का० प्रा० 817.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स एस० एण्ड एस्० बुशिंग्स लिमिटेड, 827, माउन्ट रोड, मद्रास 2 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिएं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 को उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस०-35019/200/81-पी०एफ० 2]

S.O. 817.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs S and S Bushing Limited, 827, Mount Road, Madras-2 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(200)/81-PF-II]

का० प्रा० 818.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स श्री वेंकटेश्वर मीका माइन, अम्मावारी, पालेम (तालुक) पोदलाकुर जिला नेल्लोर (आन्ध्र प्रदेश) नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिएं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस०-35019/201/81-पी०एफ०-2]

S.O. 818.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Sri Venkateshwara Mica Mine, Amravari Palem, Podalkur (Tq.) Nellore District (Andhra Pradesh), have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(201)/81-PF-II]

का० आ० 819.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स न्यू सन्चुरी प्रिंटेर्स, 41-बी, इंडस्ट्रियल इस्टेट, अम्बतूर, मद्रास-98, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिएं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस० 35019/205/81-पी० एफ०-2]

S.O. 819.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs New Century Printers, 41-B, Industrial Estate, Ambattur, Madras-98, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(205)/81-PF-II]

का० आ० 820.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स नोजाकी एंड कम्पनी लिमिटेड, राजी बिल्डिंग, मद्रास-6, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिएं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस०-35019/206/81-पी० एफ०-2]

S.O. 820.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Nozaki and Company Limited Raji Building, Madras-6, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(206)/81-PF-II]

का० आ० 821.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स न्यू वे केमिकल एण्ड पालिशेस (प्राइवेट) लिमिटेड, 85, अर्कोट रोड, वादेपलानी, मद्रास-26, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिएं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस०-35019/219/81-पी० एफ०-2]

S.O. 821.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs New Way Chemical and Polishes (Private) Limited, 85, Arcot Road, Vadepalani, Madras-26, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(219)/81-PF-II]

का० आ० 822.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स केशान्त एग्रो इक्विपमेन्ट्स (प्राइवेट) लिमिटेड, ए-1, पहला क्रॉस, काड रोड, बंगलूर-40, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिएं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस० 35019/238/81-पी० एफ०-2]

S.O. 822.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Keshant Agro Equipments (Private) Limited, A-1, 1 Cross, Magadi Road, Chord Road, Bangalore-40, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952); should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(238)/81-PF-II]

का० आ० 823.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स ड्यूक आनिक्म, 21, ए और बी, इलेक्ट्रो-निक काम्प्लेक्स, कुशाई भुजा, हैदराबाद-762, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिएं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस०-35019/240/81-पी० एफ०-2]

S.O. 823.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Duke Arnics, 21, A & B, Electronic Complex, Kushaiguda, Hyderabad-762 have agreed that the provision of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(240)/81-PF-II]

का० आ० 824.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स मुकेश इंटरप्राइजेज (प्राइवेट) लिमिटेड, 38, कम्युनिटी सेंटर, बसंत बिहार, नई दिल्ली, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस०-35019/267/81-पी० एफ०-2]

S.O. 824.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Mukesh Enterprises (Private) Limited 38, Community Centre, Vasant Vihar, New Delhi, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(267)/81-PF-II]

का० आ० 825.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स दि हम्बेसी आफ दि यूनियन आफ सोवियत सोशलिस्ट रिपब्लिक इन इंडिया, चाणक्यपुरी, नई दिल्ली नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस०-35019/268/81-पी० एफ०-2]

S.O. 825.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs The Embassy of the Union of Soviet Socialist Republics in India, Chanakypuri, New Delhi, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(268)/81-PF-II]

का० आ० 826.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स मिडास रबर (प्राइवेट) लिमिटेड, इंडस्ट्रियल एस्टेट एट्टुमनूर, कोट्टायम, केरल नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस०-35019/282/81-पी० एफ०-2]

S.O. 826.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Midas Rubber (Private) Limited, Industrial Estate, Ettumanoor, Kottayam, Kerala, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(282)/81-PF-II]

का० आ० 827.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स यूनिवर्सल ट्रेडिंग कंपनी, 2854, बाजार सिरकी बानान, दिल्ली, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस०-35019/291/81-पी० एफ०-2]

S.O. 827.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Universal Trading Company, 2854, Bazar Sirkiwala, Delhi, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(291)/81-PF-II]

का० आ० 828.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स कृष्ण ट्रेडर्स, 183, पालावि अंदवरपुरम, कालोनी, सिवकाशी नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[मस्य एस०-35019/294/81-पी० एफ०-2]

S.O. 828.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Krishna Traders, 183, Palani Andavarapuram Colony, Sivakashi, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(294)/81-PF-II]

का० घ्रा० 829.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स वम्मीविआर बैंकर्स, नं० 40, पांडी बाजार, मद्रास-17, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिएं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस०-35019/296/81-पी० एफ०-2]

S.O. 829.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Vummidiar Banker, No. 40, Pondy Bazar, Madras-17, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(296)/81-PF-II]

का० घ्रा० 830.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स इस्टिट्यूट आफ रोड ट्रान्सपोर्ट 13, पाटुल्लास रोड, मद्रास-2, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिएं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस०-35019/298/81-पी० एफ०-2]

S.O. 830.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Institute of Road Transport, 13, Patullos Road, Madras-2, have agreed that the provisions of the Employees' Provident

Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(298)/81-PF-II]

का० घ्रा० 831.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स यूनियन रबर कंपनी, 141, ग्राम काथी-वक्कम, महाबलिपुरम, रोड, मद्रास-41, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिएं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस०-35019/299/81-पी० एफ०-2]

S.O. 831.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Union Rubber Company, 141, Kathivakkam Village, Mahabalipuram Road, Madras-41, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(299)/81-PF-II]

का० घ्रा० 832.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स लाईट मशीन कम्पोनेन्ट्स कम्पनी, के-15, व्येसरपाडी कोओपरेटिव इंडस्ट्रियल इस्टेट, मद्रास-39, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिएं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस०-35019/303/81-पी० एफ०-2]

ए०के० भट्टराई, अवसर सचिव

S.O. 832.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Light Machine Components Company, K-15, Vyasarpadi Co-operative Industrial Estate, Madras-39; have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(303)/81-PF-II]
A. K. BHATTARAI, Under Secy.

नई दिल्ली, 8 फरवरी, 1982

का० आ० 833.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स असम सिविल एकाउन्ट्स एसोसिएशन कोआपरेटिव कैटीन लिमिटेड (कार्यालय, महालेखाकार, असम), शिलांग नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1955 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[संख्या एस० 35019/272/81-पी० एफ०-2]

New Delhi, the 8th February, 1982

S.O. 833.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Assam Civil Accounts Association Co-operative Canteen Limited, (Office of the Accountant-General, Assam), Shillong, have agreed that the provisions of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[S. 35019(272)/81-PF-II]

का० आ० 834.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स चंदामामा केमिकल्स एंड एलाइड इंडस्ट्रीज, नं० 175-बी, अर्कोट रोड, मद्रास-26, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[संख्या एस० 35019/273/81-पी० एफ०-2]

S.O. 834.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Chandamma Chemicals and Allied Industries, No. 175-B, Arcot Road, Madras 26, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(273)/81-PF-II]

का० आ० 835.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स ओसवाल फाइनेन्स कंपनी, वूसरी मंजिल, 13-14 आसफली रोड, (कमला मार्केट के सामने), नई दिल्ली-2

नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस० 35019/274/81-पी० एफ०-2]

S.O. 835.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Oswal Finance Company, 2nd Floor, 13-14, Asaf Ali Road (Opposite Kamla Market), New Delhi-2, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(274)/81-PF-II]

का० आ० 836.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स डायमंड रबर्स इंडस्ट्रियल स्टेट, कोट्टयम, केरल नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस० 35019/275/81-पी० एफ०-2]

S.O. 836.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Diamond Rubbers, Industrial Estate, Kottayam, Kerala, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(275)/81-PF-II]

का० आ० 837.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स सर्वे प्रैसिंग (प्राइवेट) लिमिटेड, 57-ई०, डेवेलैण्ड प्लाट (नार्थ), इंडस्ट्रियल इस्टेट, अम्बत्तूर, मद्रास-98, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारियों भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस० 35019/318/81-पी० एफ०-2]

S.O. 837.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Southern Pressing (Private) Limited, 57-E, Developed Plot (North) Industrial Estate, Ambathur, Madras-98, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(316)/81-PF-II]

कां०आ० 838.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स आनोखी, 1 इम्बेसी सेंटर, नारिमन प्वाइंट, मुम्बई-21, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है ।

[सं० एस०-35018/115/81-पी०एफ०-2]

S.O. 838.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Anokhee, 1, Embassy Centre, Nariman Point, Bombay-21, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35018(115)/81-PF-II]

कां०आ० 839.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स अस्काय एंड कंपनी (प्रा०) लिमिटेड, 279, पेरिन नारिमन स्ट्रीट, फोर्ट, मुम्बई-1 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध स्थापन को लागू करती है ।

[सं० एस०-35018/116/81-पी० एफ०-2]

S.O. 839.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Askay and Company (Private) Limited, 279, Perin Nariman Street, Fort, Bombay-1 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35018(116)/81-PF-II]

कां०आ० 840.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स मैकेनिक इंजीनियर्स, 231, अध्यारु इंडस्ट्रियल इस्टेट, न्यू सन मिल कम्पाउण्ड, तुलसी पाइप रोड, लोअर परेल, मुम्बई-13 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है ।

[सं० एस०-35018/117/81-पी०एफ०-2]

S.O. 840.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Mevhelec Engineers, 231, Adhyaru Industrial Estate, New Sun Mill Compound, Tulsi Pipe Road, Lower Parel, Bombay-13, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35018(117)/81-PF-II]

कां०आ० 841.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स कूल हाउस, यूनिट नं० 336, अध्यारु इंडस्ट्रियल इस्टेट, सन मिल कम्पाउण्ड, तीसरी मंजिल, लोअर परेल, मुम्बई-13 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध स्थापन को लागू करती है ।

[सं० एस०-35018/118/81-पी०एफ०-2]

S.O. 841.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Cool House, Unit No. 336, Adhyaru Industrial Estate, Sun Mill Compound, 3rd Floor, Lower Parel, Bombay-13, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35018(118)/81-PF-III]

का०आ० 842.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स यूनाइटेड कम्प्यूटर सर्विसेज (प्रा०) लिमिटेड, यूनिट नं० 13, जॉली मेकर चैम्बर नं० 1, 227, नारिमान प्वाइंट, मुम्बई-21, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस०-35018/138/79-पी०एफ०-2]

S.O. 842.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs United Computer Services (Private) Limited, Unit No. 13, Jolly Maker Chamber No. 1, 227, Nariman Point, Bombay-21, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35018(138)/79-PF-II]

का०आ० 843.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स अशोक मैकेनिक वर्क्स, ए-12, पिरामल इंडस्ट्रियल इस्टेट, स्वामी विवेकानन्द रोड, गोरगांव (पश्चिम), मुम्बई-62 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस०-35018 (145)/81-पी०एफ०-2]

S.O. 843.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Ashok Mechanical Works, A-12, Piramal Industrial Estate, Swami Vivekanand Road, Goregaon, (West), Bombay 62, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35018(145)/81-PF-III]

का०आ० 844.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स डीमलैड थियेटर, बस स्टैंड के पास, बीजापुर, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस०-35019/103/80-पी०एफ०-2]

S.O. 844.—Whereas, it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Dreamland Theatre, Near Bus Stand, Bijapur, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(103)/80-PF-II]

का०आ० 845.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स जयश्री सर्विस स्टेशन, बन्दर रोड, विजयवाड़ा-10 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस०-35019(65)/81-पी०एफ०-2]

S.O. 845.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Jayasree Service Station, Bandar Road, Vijaywada-10, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(65)/81-PF-II]

का०आ० 846.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स भारतीय इस्लामी अध्ययन संस्थान, पंचकुइयां रोड, नई दिल्ली-1 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस०-35019/88/81-पी०एफ०-2]

S.O. 846.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Indian Institute of Islamic Studies, Punchkuin Road, New Delhi-1, have agreed that the provisions of the Employees

Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section(4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(88)|81-PF-II]

का०आ० 847.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स श्री शक्ति टाक्री, बांगलूर, जिला बीजापुर, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस०-35019/89/81-पी०एफ०-2]

S.O. 847.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Shree Shakti Talkies, Bangalk Bijapur District, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section(4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(89)|81-PF-II]

का०आ० 848.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स कामशियल एंड टान्सपोर्ट सर्विसेज, एस० एम० रोड, जलाहल्ली, पश्चिमी बंगलूर, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस०-35019/90/81-पी०एफ०-2]

S.O. 848.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Commercial and Transport Services, S.M. Road, Jahahalli, West Bangalore, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section(4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(90)|81-PF-II]

का०आ० 849.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स भारत सेवक समाज, क्रिसेंट हाउस, हाई ग्राउन्ड, बंगलूर नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[संख्या एस०-35019(91)/81-पी०एफ०-2]

S.O. 849.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Bharat Sevak Samaj, Crescent House, High Grounds, Bangalore, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section(4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(91)|81-PF-II]

का०आ० 850.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स मनोजा कास्टिंग, भवानीपुरम, जिला कृष्णा, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त स्थापन अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस०-35019/92/81-पी०एफ०-2]

S.O. 850.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Manoja Castings, Bhavanipuram, Krishna District, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section(4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(92)|81-PF-II]

का०आ० 851.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स प्रोटेक्ट्रान (इंडिया) सं० 25-डी फेज 2, पीन्या इंडस्ट्रियल एरिया, बंगलूर-57, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं. एस-35019/93/81-पी० एफ०-2]

S.O. 851.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Protection (India), No. 25-D, II Phase, Peenya Industrial Area, Bangalore-57, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(93)|81-PF-II]

का० आ० 852.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स ई० बी० जे० मार्केटिंग एजेंसी, हाउस न० 8/340, ग्राम-कूवपदम कोचीन तालुक, कोचीन-2 जिला एरनाकुलम नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं. एस-35019/94/81-पी० एफ०-2]

S.O. 852.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs E.V.J. Marketing Agencies, House No. VIII/340, Kooovapadam Cochin Village, Cochin Taluk, Cochin-2, Ernakulam District, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(94)|81-PF-II]

का० आ० 853.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स डा० पदियार मेमोरियल होम्योपैथिक मेडिकल कालेज, चोत्तानिकारा 682312 (एरनाकुलम) नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं. एस-35019/95/81-पी० एफ०-2]

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S.O. 853.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Dr. Padiar Memorial Homeopathic Medical College, Chottanikkara-682312 (Ernakulam), have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(95)|81-PF-II]

का० आ० 854.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स न्यूटन कॉलर लेब, 55/1, 55/2, चिक-बाजार रोड, तासकर नगर, बंगलौर-51, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं. एस-35019/96/81-पी० एफ०-2]

S.O. 854. Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Newton Color Lab., 55/1, 55/2, Chickbazar Road, Tasker Town, Bangalore-51, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(96)|81-PF-II]

का० आ० 855.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स ज्योति प्रिंटिंग इंक (प्राइवेट) लिमिटेड, प्लॉट सं० 15 से 18 नाचराम, हैदराबाद, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं. एस-35019/98/81-पी० एफ०-2]

S.O. 855.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Jyoti Printing Inks, (Private) Limited Plot No. 15 to 18, Nacharam, Hyderabad, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(98)|81-PF-II]

का० आ० 856.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स फाइन वायर्स (इंडिया) 458-464, शम्भू नाथ कम्पाउण्ड, जी० टी० रोड शाहदरा, दिल्ली-32 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एम०-35019/99/81-पी० एफ०-2]

S.O. 856.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Fine Wires (India), 458-464, Shambhu Nath Compound, G.T. Road, Shahdara Delhi-32, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(99)/81-PF-II]

का० आ० 857.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स कर्नाटक केमिकल्स लिमिटेड, 389 अपर पैलेस, आर्चर्ड्स, 13 वां क्रॉस, बंगलौर-6 जिसके अन्तर्गत (1) टी०-402, डिफेंस कालोनी नई दिल्ली-24 और (2) अप्सरा बिल्डिंग्स, छठी मंजिल, मीना बाजार, कालाबा मुम्बई-39 स्थित उसकी शाखाएं भी हैं नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एम०-35019/101/81-पी० एफ०-2]

S.O. 857.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Karnataka Chemicals Limited, 389, Upper Palace, Orchards, 13th Cross, Bangalore-6 including its branches at (1) D(402), Defence Colony, New Delhi-24 and (2) Apsara Buildings, V Floor, Meena Bazar, Colaba, Bombay-34, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(101)/81-PF-II]

का० आ० 858.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स श्री ट्रेडिंग कंपनी, अमरावती रोड, गुंटूर-2, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एम०-35019/102/81-पी० एफ०-2]

S.O. 858.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Shree Trading Company, Amaravati Road, Guntur-2, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(102)/81-PF-II]

का० आ० 859.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स विभागीय कैटिन, दूरदर्शन केन्द्र, मद्रास-5, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एम०-35019/103/81-पी० एफ०-2]

S.O. 859. Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Departmental Canteen, Doordarshan Kendra, Madras-5, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(103)/81-PF-II]

का० आ० 860.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स नौलखा केमिकल इंडस्ट्रीज ए-10, मायापुरी फेज II, नई दिल्ली-27 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एम०-35019/104/81-पी० एफ०-2]

S.O. 860.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Naulakha Chemical Industries, A-10, Mayapuri Phase-II, New Delhi-27, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(104)]81-PF-II]

का० आ० 861 .—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स कन्सालिडेटेड मेटल फिनिशिंग (प्राइवेट) लिमिटेड, पेंथन रोड, मद्रास-8 और 104 (एन० पी०) इण्डस्ट्रियल इस्टेट अम्बतूर मद्रास 98 स्थित उक्त कारखाना और (1) 16-बी, गंगाराम अस्पताल मार्ग, नई दिल्ली-60 (2) सं०, नवी मंजिल, एम्बेसी सेंटर, नरिमन पॉइंट मुम्बई-20 और (3) सं० 66 राष्ट्रपति रोड, सिकन्दरबाद-3 स्थित उक्त शाखाएँ भी है, नायक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एम०-35019/106/81-पी० एफ०-2]

S.O. 861.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Consolidated Metal Finishing (Private) Limited, 31/2A, Pantheon Road, Madras-8 and its factory at 104(N.P.) Industrial Estate, Ambattur, Madras 98 including its Branches at (1) 16-B, Gangaram Hospital Marg, New Delhi-60, (2) No. 9, 8th Floor, Embassy Centre, Nariman Point, Bombay-20 and (3) No. 66, Rashtrapathy Road, Secunderabad-3, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(106)]81-PF-II]

का० आ० 862 .—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स मैकवेल (प्राइवेट) लिमिटेड, बी-14, इण्डस्ट्रियल इस्टेट, भवनेश्वर-10 नायक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध

अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एम०-35019/107/81- पी० एफ० -2]

S.O. 862.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Makewell (Private) Limited, B-14, Industrial Estate, Bhuvaneshwar-10, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(107)]81-PF-II]

का० आ० 863 .—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स शाह एसोसिएट्स, मोती सिनेमा कम्पाउन्ड दिल्ली-6 नायक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[संख्या एम०-35019/108/81-पी० एफ०- 2]

S.O. 863.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Shah Associates, Moti Minema Compound, Delhi-6, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(108)]81-PF-II]

का० आ० 864 .—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स कृष्ण इक्सपोर्ट्स, एड/8, इण्डस्ट्रियल एक्सटेंशन नई दिल्ली- 55, नायक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एम०-35019/109/81-पी० एफ०-2]

S.O. 864. Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Kumar Exports, 2, E/8, Jhadewalan Extension, New Delhi-55, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(109)/81-PF-II]

का० आ० 865 .—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स हिन्दुस्तान एम्बैस्टोस, न्यूशान्ती नगर, रायपुर (मध्य प्रदेश) नामक स्थापन में सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[संख्या एस-35019/112/81-पी० एफ०-2]

S.O. 865.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Hindustan Asbestos, New Shanti Nagar, Raipur (Madhya Pradesh), have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(112)/81-PF-II]

का० आ० 866 .—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स थर्मिक (इंडिया) शम्भुनाथ कम्पाउण्ड, जी० टी० रोड, शाहदरा दिल्ली नामक स्थापन में सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[संख्या एस-35019/113/81-पी० एफ०-2]

S.O. 866.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Thermic (India), Shambhu Nath Compound, G.T. Road, Shahdara, Delhi, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(113)/81-PF-II]

का. आ. 867 .—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स एशियन वायर्स, शम्भुनाथ कम्पाउण्ड, जी.टी. रोड, शाहदरा दिल्ली नामक स्थापन में सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[संख्या एस-35019/114/81-पी० एफ०-2]

S.O. 867.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Asian Wires Shambhu Nath Compound, G.T. Road, Shahdara, Delhi, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(114)/81-PF-II]

का. आ. 868 .—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स भाटिया आयल ट्रेड कंपनी, 58, गोपाल नगर, आज़ादपुर, दिल्ली नामक स्थापन में सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[संख्या एस-35019/128/81-पी० एफ० 2]

S.O. 868.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Bhatia Oil Trade Company, 56, Gopal Nagar, Azadpur, Delhi have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment.

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(129)/81-PF-II]

का. आ. 869 .—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स होटल डिबेनी वॉरिडिंग, लॉजिंग एण्ड रेस्तरां, आर.टी.ओ. ऑफिस के सामने, रिवाजी नगर, इलाहाबाद-2 (कानूतिक) नामक स्थापन में सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य

निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है ।

[संख्या एम्-35019/132/81-पी.एफ-2]

S.O. 869. Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Hotel Triveni Boarding, Lodging and Restaurant, Opposite R.T.O. Office, Shivaji Nagar, Belegaum-2 (Karnataka), have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(132)/81-PF-II]

फा. अ. 870 .—केन्द्रीय सरकार को यह प्रतीत होता है कि मीसर्स सबधी इन्टरप्राइजेज, 111/112, हिमालय हाऊस 79, पल्टन रोड, मुम्बई-1 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है ।

[संख्या एम्-35019/152/81-पी. एफ-2]

S.O. 870.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Sanghvi Enterprises, 111/112, Himalaya House, 79, Palton Road, Bombay-1, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(152)/81-PF-II]

फा. अ. 871 .—केन्द्रीय सरकार को यह प्रतीत होता है कि मीसर्स पीणुस, एडमम फोर डिबलपमेट (इण्डिया) ए.-1. पब्लिसी निजामुद्दीन, नई दिल्ली-13, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है ।

[सं. एम्-35019 175/81-पी.एफ-2]

S.O. 871.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs People's Action for Development (India), A-1, Nizamuddin West, New Delhi-13, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(175)/81-PF-II]

फा. अ. 872 .—केन्द्रीय सरकार को यह प्रतीत होता है कि मीसर्स भगवती सा मिल्स, मुनिगुडा, कोरापुट, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है ।

[सं. एम्-35019/180/81-पी एफ-2]

S.O. 872.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Bhagwati Saw Mills, Muniguda, Koraput, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(180)/81-PF-II]

फा. अ. 873 .—केन्द्रीय सरकार को यह प्रतीत होता है कि मीसर्स देवी सिल्क्स, प्योर सिल्क मर्चेंट्स 95-ए, डब्ल्यू. जी. सी. रोड, टुटिकोरिन-2, जिला तिरुनेलवेली, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 69) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है ।

[संख्या एम्-35019/181 81-पी एफ -22]

S.O. 873.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Devi Silks, Pure Silk Merchants, 95-A, W.G.C Road, Tuticorin-2, Tirunelveli District, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(181)/81-PF-II]

का. आ. 874 .—केंद्रीय सरकार को यह प्रतीत होता है कि मैसर्स ओरिएण्ट सैनिटरी वर्क्स, सी-156/1, मायापुरी, फेज-2, नई दिल्ली-64, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केंद्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है ।

[सं. एस-35019/(182)/81-पी. एफ.-2]

S.O. 874.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Orient Sanitary Works, C-156/1, Mayapuri, Phase II, New Delhi-64 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(182)/81-PF-II]

का. आ. 875 .—केंद्रीय सरकार को यह प्रतीत होता है कि मैसर्स पॅसिफिक एरिया ट्रवेल एसोसिएशन (इंडिया) चैप्टर, एच-108, ग्यारहवीं मंजिल, हिमालया हाउस, कस्तूरबा गांधी मार्ग, नई दिल्ली-1 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केंद्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है ।

[सं. एस-35019/(183)/81-पी. एफ.-2]

S.O. 875.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Pacific Area Travel Association (India) Chapter, H-108 10th Floor, Himalaya House, Kasturba Gandhi Marg, New Delhi-1, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(183)/81-PF-II]

का. आ. 876 .—केंद्रीय सरकार को यह प्रतीत होता है कि मैसर्स मामपिल्ली डिस्पेंसरी, डाउबे, एर्नाकुलम, कोचीन-11 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केंद्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध स्थापन को लागू करती है ।

[संख्या एस-35019/(184)/81-पी. एफ.-2]

S.O. 876.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Mampilly Dispensary, Broadway, Ernakulam, Cochin-11, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(184)/81-PF-II]

का. आ. 877 .—केंद्रीय सरकार को यह प्रतीत होता है कि मैसर्स मैनोर ऑटो प्रोडक्ट, बी-12/5, झिलमिल ताहिरपुर इंडस्ट्रियल एरिया, शाहदरा, दिल्ली नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केंद्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है ।

[संख्या एस-35019/(192)/81-पी. एफ.-2]

S.O. 877.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Manor Auto Products, B-12/5, Jhimil Tahirpur Industrial Area, Shahdara, Delhi, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(192)/81-PF-II]

का. आ. 878 .—केंद्रीय सरकार को यह प्रतीत होता है कि मैसर्स गिन्सरी सर्विसेस, 82, हाई रोड, तिरुनेलवेली-627001, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केंद्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है ।

[संख्या एस-35019/(193)/81-पी. एफ.-2]

S.O. 878.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Geencee Services, 82, High Road, Tirunelveli-627001, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(193)/81-PF-II]

का. आ. 879.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स सिरेमिक इंजीनियरिंग इन्टरप्राइसेस, चेंदूर, जिला त्रिचूर जिसके अन्तर्गत 166, विद्यानगरी मार्ग, आक-धर विद्यानगरी, कलीना, मुम्बई, 98 स्थित उसकी शाखा भी है नामक स्थापन में सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिएं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है ।

[संख्या एस-35019/(194)/81-पी. एफ.-2]

S.O. 879.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Ceramic Engineering Enterprises, Chevoor, Trichur District including its branch at 166, Vidyanagari Marg, Vidyanagari Post, Kalina, Bombay-98, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(194)/81-PF-II]

का. आ. 880.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स कल्पना टैनिंग मटेरियल्स लिमिटेड, 5-7-1, बड्डुवारी स्ट्रीट, विजयनगरम-531201, नामक स्थापन में सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिएं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है ।

[संख्या एस-35019/(195)/81-पी. एफ.-2]

S.O. 880.—Whereas it appears to the Central Government that the employment and the majority of the employees in relation to the establishment known as Messrs Kalpana Tanning Materials Limited, 5-7-1, Boddurvari Street, Vizianagram-531201, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(195)/81-PF-II]

का. आ. 881.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स श्री महा लक्ष्मी एजेंसीज, द्वारा सं. 27-7-4, कन्नावरीपोटा, गन्तूर (आंध्र प्रदेश) नामक स्थापन में सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है

कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिएं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है ।

[संख्या एस-35019/(197)/81-पी. एफ.-2]

S.O. 881.—Whereas it appears to the Central Government that the employment and the majority of the employees in relation to the establishment known as Messrs Sri Maha Laxmi Agencies, Door No. 27-7-4, Kanavarithota, Guntur (Andhra Pradesh), have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(197)/81-PF-III]

का. आ. 882.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स वि. कृष्णा इंडस्ट्रीज एण्ड एग्रीकल्चरल एक्सिजीबिसन सोसाइटी, इंडस्ट्रियल इस्टेट, विजयवाड़ा-7, नामक स्थापन में सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिएं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है ।

[संख्या एस-35019/(198)/81-पी. एफ.-2]

S.O. 882.—Whereas it appears to the Central Government that the employment and the majority of the employees in relation to the establishment known as Messrs The Krishna Industries and Agricultural Exhibition Society, Industrial Estate, Vijayawada-7, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(198)/81-PF-II]

का. आ. 883.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स यूनियन (टैनिंग प्रोडक्ट्स) प्राइवेट लिमिटेड, 'पारिपया हाउस' 185, पूना-मल्ली हाई रोड, क्लिपाक, मद्रास-10 नामक स्थापन में सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिएं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है ।

[संख्या एस-35019/(217)/81-पी. एफ.-2]

S.O. 883.—Whereas, it appears to the Central Government that the employment and the majority of the employees in relation to the establishment known as Messrs Unipon (Tanning Products), Private Limited, 'Parpia House', 185, Poonamallee High Road, Kilpauk, Madras-10 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(217)/81-PF-II]

का.आ. 884.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स एन नरसिंह एंड सन्स (हैंडलिंग कंट्रैक्टर्स) फार स्टील अथॉरिटी आफ इंडिया लिमिटेड, नाचराम, हैदराबाद, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है ।

[सं. एम-35019(220)/81-पी.एफ. 2]

S.O. 884.—Whereas, it appears to the Central Government that the employment and the majority of the employees in relation to the establishment known as Messrs N. Narasimha and Sons (handling Contractors) for Steel Authority of India Limited, Nacharam, Hyderabad, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(220)/81-PF-II]

का.आ. 885.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स वाई-74, मेलक्रिष्णपुडूर एग्रीकल्चर सर्विस को-ऑपरेटिव सोसाइटी लिमिटेड, मेल वृष्ण एड्डू, डाकावर पल्लम, जिला कन्याकुमारी नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है ।

[संख्या एम-35019(234)/81-पी.एफ. 2]

S.O. 885.—Whereas, it appears to the Central Government that the employment and the majority of the employees in relation to the establishment known as Messrs Y-74, Melakrishnapudur Agriculture Service Co-operative Society Limited, Melakrishnapudur, Pallam Post Office, Kankumari District, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(234)/81-PF-II]

का.आ. 886.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स फुजिकान, दूसरी मंजिल, सं. 161, थम्बु, चेट्टी स्ट्रीट, मद्रास-1 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है ।

[संख्या एम-25019(235)/81-पी.एफ. 2]

S.O. 886. Whereas, it appears to the Central Government that the employment and the majority of the employees in relation to the establishment known as Messrs Fujican, Second Floor, No. 161, Thambu Chetty Street, Madras-1, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(235)/81-PF-II]

का. आ. 887 —केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स इंडो गल्फ, 40, कम्युनिटी सेंटर, बसंत लोक, बिहार, नई दिल्ली-57 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है ।

[संख्या एम-35019(239)/81-पी.एफ. 2]

S.O. 887.—Whereas, it appears to the Central Government that the employment and the majority of the employees in relation to the establishment known as Messrs Indo Gulf, 40, Community Centre, Basant Lok, Vasant Vihar, New Delhi-57, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(239)/81-PF-II]

का.आ. 888.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स दि नेवेली लिग्नाइट कारपोरेशन इन्फ्लार्ड कॉम्पार्टेन्ट्स शिफ्ट एंड क्रेडिट सोसाइटी लिमिटेड पावर रोड ब्लाक 27 नेवेली, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य

निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिएं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस-35019(269)81-पी०एफ०-2]

S.O. 888.—Whereas it appears to the Central Government that the employment and the majority of the employees in relation to the establishment known as Messrs The Neyveli Lignite Corporation Employees Co-operative Thrift and Credit Society Limited, Power Road, Block 27, Neyveli, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(269)/81-PF-II]

का०आ० 889.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स आडियो सेंटर, 13, दरिया गंज नई दिल्ली-2, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिएं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस-35019(128)81-पी०एफ०-2]

S.O. 889.—Whereas it appears to the Central Government that the employment and the majority of the employees in relation to the establishment known as Messrs Audio Centre, 13, Darya Ganj, New Delhi-2, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(128)/81-PF-II]

का०आ० 890.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स जेनिथ साडी हाउस, 2402/3, हरद्वान सिंह रोड, करोलबाग, नई दिल्ली-5, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिएं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस-35019(271)81-पी०एफ०-2]

S.O. 890.—Whereas it appears to the Central Government that the employment and the majority of the employees in relation to the establishment known as Messrs Zenith Saree House, 2402/3, Hardhayan Singh Road, Karol Bagh, New Delhi-5, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(271)/81-PF-II]

का०आ० 891.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स आयल डेल ट्रेडिंग (प्रा०) लिमिटेड, यूनाइटेड बैंक ऑफ इंडिया बिल्डिंग, सातवीं मंजिल, गिर पो०एन० रोड, फोर्ट, मुम्बई-1 जिसके अन्तर्गत (1) 79ई प्रिन्सेस स्ट्रीट मुम्बई-2 (2) 605, सूर्यकिरण, 19, कस्तूरबा गांधी मार्ग, नई दिल्ली-1(3) इंडियन बैंक बिल्डिंग, चौथी मंजिल, उत्तरी बीच रोड, मद्रास-1 और (4) एक्वेस्ट हाउस अठारहवीं मंजिल कमरा नं० 17ई, 46सी० चोरिंगी रोड, कलकत्ता-16 स्थित उसकी शाखाएं भी हैं नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिएं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस-35018(110)81-पी०एफ०-2]

S.O. 891.—Whereas it appears to the Central Government that the employment and the majority of the employees in relation to the establishment known as Messrs Oil Dale Trading (Private) Limited, United Bank of India Building, 6th Floor, Sir P. M. Road, Fort, Bombay-1, including its branches at (i) 70-E, Princess Street, Bombay-1 (2) 605, Surya Kiran, 19 Kasturba Gandhi Marg, New Delhi-1, (3) Indian Bank Building, 3rd Floor, 17, North Beach Road, Madras-1 and Everest House, 17th Floor, Room No. 17E, 46C, Chowringhee Road, Calcutta-16, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35018(110)/81-PF-II]

का०आ० 892.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स इंटरनेशनल पावर मेनिकण्डक्टर्स लिमिटेड, 6, एम०डी०एफ० सीप्स, अंधेरी (पूर्व), मुम्बई-96, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिएं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस-35018/96/81-पी०एफ०-2]

S.O. 892.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs International Power Semiconductors Limited, 6, S. D. F. Seeps, Ardhei (East), Bombay-96, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35018(96)/81-PF-II]

का०आ० 893.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स विराल एंटरप्राइज (बहार थियेटर), गंगलोरियन गार्डन, वेस्टर्न एक्सप्रेस हाईवे, विले पार्ले (ईस्ट) मुम्बई-57, जिसके अन्तर्गत 312, मेकर भवन-III, 21 न्यू मैरीन लाइन्स, मुम्बई-20 स्थित उसकी शाखा भी है नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस-35018/89/80-पी०एफ०-2]

S.O. 893.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Viral Enterprise (Bahar Theatre), Manglorian Gardens, Western Express Highway, Vile Parle (East), Bombay-57 including its branch at 312, Maker Bhavan-III, 21, New Marine Lines, Bombay-20, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35018(89)/80-PF-II]

का०आ० 894.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स वी०शंकर अय्यर एंड कंपनी, 2-सी, कोर्ट चैम्बरस 35, न्यू मैरीन लाइन्स, मुम्बई-20 जिसके अन्तर्गत 8, एल० एच० रोड, नई दिल्ली-1 स्थित उसकी शाखा भी है नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस-35018/80/81-पी०एफ०-2]

S.O. 894.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs V. Sankar Aiyar and Company, 2-C, Court Chambers, 35, New Marine Lines, Bombay-20 including its branch at 8, L. H. Road, New Delhi-1, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35018(80/81-PF-II)]

का०आ० 895.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स स्पेन्डिश इंजीनियर्स (प्रा०) लिमिटेड, डी-105, थाने बेलापुर रोड-400613, जिसके अन्तर्गत एफ-3, बीच हाउस, गांधी ग्राम रोड, जुहु, मुम्बई-54 स्थित उसकी शाखा भी है नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस-35018/56/81-पी०एफ०-2]

S.O. 895.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Spundish Engineers (Private) Limited, D-105, Thane Belapur Road, Thane-400613 including its branch at F-3 Beach House, Gandhigram Road, Juhu, Bombay-54, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35018(56)/81-PF-II]

का०आ० 896.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स सहयोगी उद्योग, स्टीनमेट्स कम्पाउन्ड, जेकेग्राम, पोखरत रोड नं० 1, थाने-1 जिसके अन्तर्गत 59, फारबेस स्ट्रीट, फोर्ट, मुम्बई-1 स्थित उसका कार्यालय भी है नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एम-35018/55/81-पी० एफ०-2]

S.O. 896.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Sahyogi Udyog, Steinmetz Compound, Jokegram, Pokhian Road No. 1, Thane-1 including its office at 59, Forbes Street, Fort, Bombay-1, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35018(55)/81-PF-II]

का० आ० 897.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स माहनोट ग्रिंड एज इंडस्ट्रीज, सी-8, नंद धाम इंडस्ट्रियल इस्टेट, ग्राम मरोल, आफ अंधेरी, कुर्ला रोड, मुम्बई-59 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[संख्या एम०-35018/54/81-पी० एफ० 2]

S.O. 897.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Mahnot Grind Age Industries, C-8, Nand-Dham Industrial Estate, Marol Village Off Andheri-Kurla Road, Bombay-59, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35018(54)/81-PF-II]

का० आ० 898.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स लूप इंजीनियरिंग कन्सल्टेंट्स (प्राइवेट) लिमिटेड, सुन्दरमहल, 141, मैटीन हाइव, मुम्बई-20, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एम०-35018/49/81-पी० एफ०-2]

S.O. 898.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Loop Engineering Consultants (Private) Limited, Sunder Mahal, 141, Marine Drive, Bombay-20, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35018(49)/81-PF-II]

का० आ० 899.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स मिनीपैक, बी-25 न्यू एम्पायर इंडस्ट्रियल इस्टेट कोडीविटा रोड, आफ अंधेरी, कुर्ला रोड, अंधेरी (पूर्व) मुम्बई-59, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एम०-35018/48/83-पी० एफ०-2]

S.O. 899.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Minipack, B-25, New Empire Industrial Estate, Kondivita Road, Off Andheri Kurla Road, Andheri (East), Bombay-59, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35018(48)/81-PF-II]

का० आ० 900.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स पाल इंजीनियरिंग एण्ड फैब्रिकेशन सर्विसेज (प्राइवेट) लिमिटेड, प्लॉट नं० 25, ग्राम दीवा, एम० आई० डी० सी० इंडस्ट्रियल एरिया, कालबा, थाना-400701 जिसके अन्तर्गत 16, निबालदास मार्केट, सिंधी सोसाइटी चेम्बर, मुम्बई-71 स्थित उसका कार्यालय भी है नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[संख्या एम०-35018/27/81-पी० एफ०-2]

S.O. 900.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Pat Engineering and Fabrication Services (Private) Limited, Plot No. 25, Village Digha, MIDC Industrial Area, Kalwa, Thana-400701 including its Office at 16, Nichaldas Market, Sindi Society Chembur, Bombay-71, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35018(27)/81-PF-II]

का० आ० 901.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स रोहा डायकम (प्राइवेट) लिमिटेड, 42, एम आई डी सी० घाटव रोहा- 402109, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस-35018/26/81-पी० एफ०-2]

S.O. 901.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Roha Dyechem (Private) Limited, 42, MIDC Dhatav, Roha-402109, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S.35018(26)/81-PF-II]

का० आ० 902.—केन्द्रीय सरकार को प्रतीत होता है कि मैसर्स अजमल आटो सर्विस, 95-के भूलाभाई देसाई रोड, मुम्बई-36 जिसके अन्तर्गत (i) मुम्बई (ii) पूना (iii) नासिक (iv) औरंगाबाद (v) कोल्हापुर और (vi) थाना स्थित उसकी शाखाएं भी हैं नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[संख्या एस०-35018/25/81-पी० एफ० 2]

S.O. 902.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Amzel Auto Service, 95-K, Bhulabhai Desai Road, Bombay-36 including its branch at (i) Bombay, (ii) Poona, (iii) Nasik,

(iv) Aurangabad, (v) Kolhapur and (vi) Thane, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35018(25)/81-PF-II]

का० आ० 903.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स अतुलेना केमिकल्स (इंडिया) प्राइवेट लिमिटेड, 9, 10 जवाहर कोआपरेटिव इंडस्ट्रियल इस्टेट, लिमिटेड, तालोजा पानवेल जिला कोलाबा नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस०-35018/24/81-पी० एफ० 2]

S.O. 903.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Atuleena Chemicals (India) Private Limited, 9, 10, Jawahar Co-operative Industrial Estate Limited, Talaja, Panvel, District Kolaba, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35018(24)/81-PF-II]

का० आ० 904.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स गुरुदेव पैकेजिंग, 28 पानवेल इंडस्ट्रियल कोआपरेटिव इस्टेट लिमिटेड, पानवेल जिला कुलाबा, जिसके अन्तर्गत 372, वीर सावरकर मार्ग, धुरुवाडी दादर, मुम्बई-28 स्थित उसका कार्यालय भी है, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस० -35018/23/81-पी० एफ० 2]

S.O. 904.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Gurudeo Packaging, 28, Panvel Industrial Co-operative Estate Limited, Panvel, District Kulaba including its office at 372, Veer Savarkar Marg, Dhuru Wadi, Dadar, Bombay-28, have agreed that the provisions of the Employees' Provident Funds

and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35018(23)/81-PF-II.]

का० आ० 905—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स बिनोद कुमार अग्रवाल, पी-399/1, केया-तल्ला लेन, कलकत्ता-29 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस० -35017/17/81-पी० एफ०-2]

S.O. 905.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Binod Kumar Agarwala, P. 399/1, Keyatalla Lane, Calcutta-29, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35017(17)/81-PF-II]

का० आ० 906—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स उमा ट्रेडिंग कंपनी, 31/1/1ए, रामकृष्ण समाधि रोड, कलकत्ता-54 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस०-35017/16/81- पी० एफ०-2]

S.O. 906.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Uma Trading Company, 31/1/1A, Ramkrishna Samadhi Road, Calcutta-54, have agreed that the provisions of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35017(16)/81-PF-II]

का० आ० 907—मैसर्स इंडियन एल्यूमिनियम कंपनी लिमिटेड अलुपुरम, पोस्ट वाक्स नं० 30, कालमंस्मेरी, 683104 केरल (जिस इममें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिस इममें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है,

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किमी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इममें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसी उपायबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजन प्रादेशित भविष्य निधि आयुक्त, केरल को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों का संदाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुसूच्य हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदाय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदाय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, केरल के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस निश्चित तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दे दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय, आदि में किए गए किसी व्यतिरिक्त की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि वह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस-35014/104/81-पा०एफ-2]

S.O. 907.—Whereas Messrs Indian Aluminium Company Ltd. Alupuram Post Box 30, Kalamasery 683104, Kerala (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the

Employees' Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952), (hereinafter referred to as the said Act),

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Kerala and maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (c) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in this establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of any employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner Kerala and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees

under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc. the responsibility for payment of assurance benefits to the nominee or legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, will be that of the employer.

12. Upon the death of the member covered under the scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No S-35014/104/81-PF. III]

का० आ० 908—मैसर्स किलोस्कार इलेक्ट्रिक कम्पनी लिमिटेड, पोस्ट बाकम न० 5555, पणवडी मालेश्वरम, बंगलोर, (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का गामाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अभिदाय या प्रीमियम का सदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों में अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहवृद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुजेय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसमें उदावृद्ध अनुगृही में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के समान उपबन्धों के प्रवर्तन से छूट देना है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजन प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक को ऐसी निवारणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना धिवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों का सदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें कभी संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य शर्तों का अनुवाद, स्थापन के सूचनापट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में निराजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसको वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम का सदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपबन्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में अनुसूचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उक्त फायदों में अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुजेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सदाय रकम उस रकम से कम है जो कर्मचारी को उस दशा में सदाय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना है, तहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का सदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दे दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय, आदि में किए गए किसी व्यक्तिकर को दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होने, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस-35014/61/81-पी०एफ-2]

S.O. 908.—Whereas Messrs Kirloskar Electric Company Ltd., P. Box No. 5555, Malleswaram West, Bangalore, (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where a employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in this establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc., the responsibility for payment of assurance benefits to the nominee or legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, will be that of the employer.

12. Upon the death of the member covered under the scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(61)/79-PF. II]

कां० 909.—मैसर्स गोदरेज एंड बॉयस मैनुफैक्चरिंग कम्पनी प्राइवेट लिमिटेड, पिरोजशा नगर, लाल बहादुर शास्त्री मार्ग, मुम्बई, 400 29, (जिसे इसमें हमके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अन. केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदान शक्तियों का प्रयोग करते हुए और हमसे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देनी है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजित प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र को ऐसी विवरणियां भेजेगा और उसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार से समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक भाग की समाप्ति के 15 दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय लेखाओं का अन्तरण, निरीक्षण प्रभागों का सदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचनापत्र पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाए जाने हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिसमें कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता

तो, नियोजक कर्मचारी के विधिक वारिस नामनिर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का मुक्तिपुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों का प्राप्ति होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दे दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय, आदि में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[म० एम०-35014/56/80-पी० एफ-2]

S.O. 909.—Whereas Messrs Godrej and Boyce Mfg. Company Pvt. Ltd., Ploisba Nagar, Lal Bahdur Shastri Marg, Bombay-79 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto,

the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra and, maintain such account and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, Submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc., shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in this establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc., the responsibility for payment of assurance benefits to the nominee or legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, will be that of the employer.

12. Upon the death of the member covered under the scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014/56/80-PF. III]

का० घ्रा० 910—मैमर्स रिलायंस टेक्स्टाइल इंडस्ट्रीज लिमिटेड, 103 इंडस्ट्रियल एरिया, नारोदा, अहमदाबाद, (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अभिदाय या प्रीमियम का सदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन की तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजन प्रादेशिक भविष्य निधि आयुक्त, गुजरात को ऐसी विवरणियों भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक भाग की समाप्ति के 15 दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सदाय, लेखाओं का अंतरण, निरीक्षण प्रभागों का सदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को मँदात करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बचाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जा की व्यवस्था करेगा जिसमें कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी को मृत्यु पर इस स्कीम के अधीन सदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में मँदात होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकार के रूप में दोनों रकमों के अंतर के बराबर रकम का मँदात करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, गुजरात के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का मँदात करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दे दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के मँदात, आदि में किए गए किसी व्यतिक्रम को दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के मँदात का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम

का मँदात तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस० 35014/65/80-पी० एफ०-2]

S.O. 910.—Whereas Messrs Reliance Textile Industries Ltd., 103, Industrial Area, Naroda Ahmedabad, (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act) ;

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme) ;

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat, maintain in such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts Submission of returns, payment of insurance premia, transfer of accounts payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in this establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of

the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reasons, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under, this Scheme are reduced to any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc the responsibility for payment of assurance benefits to the nominee or legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, will be that of the employer.

12. Upon the death of the member covered under the scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(65)/80-PF. II]

का० आ० 911.—मैमर्स गुजरात इंडस्ट्रियल इन्वेस्टमेंट कारपोरेशन लिमिटेड, नटराज चैम्बर्स, आश्रम रोड, अहमदाबाद (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप महवद्ध बीमा स्कीम, 1976 जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है के अधीन उन्हें अनुज्ञेय है,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजित प्रादेशिक भविष्य निधि आयुक्त, गुजरात को ऐसी विवरणियां भेजेगा और भेजा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय

सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभाग का संदाय आदि भी है, होने वाले सभी व्ययों का बहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाएं जाते हैं, तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय है।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन मदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदाय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवत वाग्मि/नामनिर्देशिनी का प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, गुजरात के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का सदाय करने में असफल रहता है, श्रीर पॉलिसी को व्ययगत हो जाने दे दिया जाता है तां, छूट रुद् की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सदाय आदि में किए गए किसी व्यक्तिगत की दशा में, उन मृत सदस्यों के नामनिर्देशितयो या विश्विक वारिसों को जा यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितयो/विश्विक वारिसों को बीमाकृत रकम का सदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर मुनिश्चित करेगा।

[म० एन०-35014/7/81-पी० एफ०-2]

S.O. 911.—Whereas Messrs Gujarat Industrial Investment Corporation Ltd., Natriaj Chambers Ashram Road, Ahmedabad, (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act) ;

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme) ;

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat, maintain in such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in

this establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduce to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc., the responsibility for payment of assurance benefits to the nominee or legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, will be that of the employer.

12. Upon the death of the member covered under the scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(7)/81-PF. II]

का० आ० 912.—महाराष्ट्र स्टेट इलेक्ट्रिसिटी बोर्ड इस्ट्रेला बैटरीज एक्सपेंशन बिल्डिंग, धारवी रोड, माटुंगा, मुम्बई-400019—(जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1902 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अभिदाय या प्रीमियम का सदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ये कर्मचारियों के लिए, ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है के अधीन उन्हें अनुजेय है ,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्षों की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मान की समाप्ति के लिए 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभागों का संदाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, संस्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसे स्थापन में नियोजित किया जाना है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सौंप करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों का उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी

को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नापनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने का संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों का अपना दृष्टिकोण स्पष्ट करने का सुचित युक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे प्रीमियम का संदाय करने में असफल रहता है, और पालिसी का व्ययगत हो जाने दे दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय, आदि में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नापनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार/नापनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस० 35014/32/81-बी० एफ 11]

S.O. 912.—Whereas Messrs Maharashtra State Electricity Board, Estrella Batteries Expansion Building, Dhruvi Road, Mathunga, Bombay-400019, (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by section (2A) of section 17 of the Employees' Provident Funds to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premia, transfer of accounts payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in this establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc., the responsibility for payment of assurance benefit, to the nominees or legal heirs of deceased

members who would have been covered under the said Scheme but for grant of this exemption, will be that of the employer.

12. Upon the death of the member covered under the scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014/32/81-PF-II]

का० आ० 913.—मैसर्स एस्कार्ट्स लिमिटेड, आर्टो-मोटिव डिविजन, बहादुरगढ़ (पटियाला), (जिसे हमने इसके पञ्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे हमने इसके पञ्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है,

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अभिदाय या प्रीमियम का भुगतान किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप महबूद बीमा स्कीम, 1976 (जिसे हमने इसके पञ्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशित भविष्य निधि आयुक्त, पंजाब को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर भुगतान करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का भुगतान, लेखाओं का अंतरण, निरीक्षण प्रभागों का सदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उसका अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्यनिधि का पहले ही सदस्य है, उसका स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसको बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को भेज करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों के उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होगी जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवत वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, पंजाब के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुविधायक अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का सदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दे दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सदाय, आदि में किए गए किसी व्यतिक्रम भी दशा में, उन मृत सदस्यों के नाम-निर्देशनियों या विधिवत वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्दार नामनिर्देशनियों/विधिवत वारिसों को बीमागत रकम का सदाय

करेगा।

[सं० ए०-35014/47/81-पी०एफ०2]

S.O. 913.—Whereas Messrs Escorts Limited, Automotive Division, Bhadurgarh (Patiala) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act) ;

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme) ;

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Punjab and maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts Submission of returns, payment of insurance premia, transfer of accounts payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. While an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in this establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of

the Regional Provident Fund Commissioner Punjab and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc., the responsibility for payment of assurance benefits to the nominee or legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, will be that of the employer.

12. Upon the death of the member covered under the scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(47)/81-PF. II]

का० भा० 914.—मैसर्स इंडियन टेलिफोन इंडस्ट्रीज लिमिटेड, दुरवाणीनगर, बंगलूर-560016 (के०एन०-32), (जिसे इसमें इसके पश्चात्, उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहस्रद्व बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजन प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, 1312 GI/81-16.

उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का समुदाय, लेखाओं का अंतरण, निरीक्षण प्रसारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेद्य रकम उम रकम से कम है जो कर्मचारी को उस दशा में संवेद्य होनी जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट कराने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उम सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दे दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय, आदि में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम-निर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस० 35014/64/81-पी०एफ० 2]

S.O. 914.—Whereas Messrs Indian Telephone Industries Limited Doorvaninagar, Bangalore-560016 (K N 32) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in employment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefit admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, Therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period three years.

THE SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka and, maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts Submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in

this establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately. If the benefits available to the employees under the said scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default if any, made by the employer in payment of premium etc. the responsibility or payment of assurance benefits to the nominee or legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, will be that of the employer.

12. Upon the death of the member covered under the scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[S. 35014/64/81-PF-III]

का० आ० 915.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स एल० गोमती अम्मल पावरलूम फैक्ट्री, 120-बी, रेलवे फीडर रोड, डाकघर शंकर कोइल, जिला तिरुनेलवेली, नामक स्थापन से सम्बद्ध नियोजक और उनके कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस-35019/270/81-पी०एफ०-2]

S.O. 915.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs L. Gomathi Ammal Powerloom Factory, 120-B, Railway Feeder Road, Sankarankoil Post Office, Tirunelveli District, have agreed that the provisions of the Employees'

Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(270)/81-PF-II]

का० आ० 916.—मैसर्स मावाली टिफिन रुमस डिपार्टमेंटल स्टोर्स, लालबाग रोड, बंगलौर, (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजन प्रादेशित भविष्य निधि आयुक्त, कर्नाटक को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभागों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की

भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है तो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशित को प्रति-कर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, बंगलौर के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किमी संशोधन के कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दे दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय, आदि में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम-निर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसकी हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का

संघाय तत्परता से और प्रत्येक वषा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होना के सात दिनों के भीतर सुनिश्चित करेगा।

[सं० एस०-35014/70/81-पी० एफ-2]

S.O. 916.—Whereas Messrs Mavalli Tiffin Rooms Departmental Stores, Lalbagh Road, Bangalore, (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka and, maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in this establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the

interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc., the responsibility for payment of assurance benefits to the nominee or legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, will be that of the employer.

12. Upon the death of the member covered under the scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No S. 35014/70/81-PF-II]

का० आ० 917.—मैसर्स मवाली टिफिन रूम्स, लाल बाग रोड, बंगलूर-27, (जिसे हममें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे हममें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक भविष्य या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 जिसे हममें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजन प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिये ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय

सरकार, उक्त अधिनियम की धारा 17 को उपधारा (3क) के खंड (क) के अधीन मन्व-मन्व पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के शासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रसारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के मूचना-पट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाते जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदाय रकम उस रकम से कम है जो कर्मचारी का उस दशा में संदाय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना है वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों का अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी का व्ययगत हो जाने दे दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय, आदि में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम-निर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय, का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस-5014/71/81-पी०एफ०-2]

S.O. 917.—Whereas Messrs Mavalli Tiffin Rooms, Lalbagh, road, Bangalore-27 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And, whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefit admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempt the said establishment from the operation of all the provisions of the said Scheme, for a period of three years.

SCHEDULE

1. The employer in relation to the said establishments shall submit such returns to the Regional Provident Fund Commissioner, Karnataka and maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, with 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Govt. and as and when amended alongwith translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in this establishment the employer shall immediately enrol him as member of the Group Insurance Scheme.

me and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme the employer shall pay the difference to the legal heir/nominee of the employee as as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employee of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employee fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc. the responsibility for the payment of assurance benefits to the nominee or legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, will be that of the employer.

12. Upon the death of member covered under the scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(71)/81-PF-III]

का० आ० 918.—मैसर्स किनेटिक्स टेक्नोलॉजी इंडिया लिमिटेड, 73-74 नेहरू प्लेस, नई दिल्ली (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है:—

1. उक्त स्थापन के संबंध में नियोजन प्रादेशित भविष्य निधि आयुक्त, दिल्ली को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निदिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास को समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निदिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बहाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में अनुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय है।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदाय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदाय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवत कारिस नामनिर्देशिती को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, दिल्ली के पूर्व

अनुमोदन के बिना नहीं किया जाएगा और जहाँ किमी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने के पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय कर में असफल रहता है, और पालिसी को व्ययगत हो जाने के या जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय, आदि में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम-निर्देशितियों या विधिक वारिसों को जो यदि वह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस-35014/77/81-पी० एफ-2]

S.O. 918.—Whereas Messrs Kentics Technology India Ltd., 73-74, Nehru Place, New Delhi, (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Limited Insurance Scheme, 1976 (hereinafter referred to as the said Scheme).

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme, for a period of three years.

THE SCHEDULE

1. The employer in relation to the said establishments shall submit such returns to the Regional Provident Fund Commissioner Delhi and, maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct

under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by Central and as and when amended alongwith translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment the employer shall immediately enrol him as member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India and the policy is allowed lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc, the responsibility for the payment of assurance benefits to the nominee or legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, will be that of the employer.

12. Upon the death of the member covered under the scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(77)/81-PF.II]

का० आ० 919.—मैसर्स दर्शक लिमिटेड, रजिस्टर्ड आफिस बैंक आफ इंडिया बिल्डिंग, 11, केपेंगोडा रोड, बंगलौर-560009 (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें

इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

श्रीर केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहस्रक बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपावृद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजन प्रादेशित भविष्य निधि आयुक्त, कर्नाटक को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रणामन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के

अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिसे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय है।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उन दशों में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने में पूर्व कर्मचारियों का अपना दृष्टिकोण स्पष्ट करने का युक्तिपूर्ण अवसर देगा ?

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किस कारणवश, नियोजक उस नियत तरीके के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दे दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय, आदि में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम-निर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक बर्ष में भारतीय जीवन बीमा निगम के बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[नं० एम० 35014/78/81-पी०-एफ० 2]

S.O. 919.—Whereas Messrs Darshak Limited, Regd. Office, Bank of India Building, 11-Kampe Gowda Road, Bangalore-560009 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka and, maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in this establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka, and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc., the responsibility for payment of

assurance benefits to the nominee or legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, will be that of the employer.

12. Upon the death of the member covered under the scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heir entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[S. 35014/7881-PF-II.]

का० आ० 920.—मैसर्स एस० बी० रंगास्वामी एंड कम्पनी लिमिटेड 75 कलसिपलायम न्यू एक्सटेंशन, पोस्ट बाक्स नं० 6539, बंगलूर-560002 (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निधेय सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और हमसे उपावद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजन प्रादेशित भविष्य निधि आयुक्त, कर्नाटक को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करें ।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशामन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रचारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति

तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाना है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदय होती जब यह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवक वारिस नामनिर्देशिती को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यवगत हो जाने दे दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय, आदि में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम-निर्देशितियों या विधिवक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके

हकदार नामनिर्देशितियों/विधिवक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस-35014/94/81-पी०एफ-2]

S.O. 920.—Whereas Messrs S. V. Rangaswamy and Co. Ltd., 75, Kalsipalayam New Extension, P.B. No. 6539, Bangalore-560002 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka and, maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in this establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable and employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner Karnataka, and

where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc., the responsibility for payment of assurance benefits to the nominee or legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, will be that of the employer.

12. Upon the death of the member covered under the scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heir entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[S. 35014/94/81-PF. II]

का० आ० 921 :—मैसर्स एलमेका वर्क्स, धारवाड (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अभिदाय या प्रीमियम का सदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सह-बद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजन प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निविष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिनों के भीतर सदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निविष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं को रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रत, और जब कभी उनमें संशोधन किया जाए, जब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बावत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सदाय करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिसे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय है ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस वृद्धि में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामानिर्देशित को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी

को व्ययगत हो जाने दे दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय, आदि में किए गए किसी व्यक्तिक्रम की दशा में, उन मृत सदस्यों के नाम-निर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्दार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस०-35014/95/81-पी०एफ-2]

S.O. 921.—Whereas Messrs ELMECA Works, Dharwar (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka and, maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in this establishment, the employer shall immediately enrol him

as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka, and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc., the responsibility for payment of assurance benefits to the nominee or legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, will be that of the employer.

12. Upon the death of the member covered under the scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heir entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(95)/81-PF. II]

का० आ० 922:—मैसर्स इंडियन एल्यूमिनियम कंपनी लिमिटेड, पोस्ट बॉक्स नं० 20, बेलगाम-590001 (का० एन० 4405), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजन प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभागों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाने हैं तो, नियोजक सामूहिक बीमा स्कीम

के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दे दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय, आदि में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम-निर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस०-35014/100/80-पी०एफ-2]

आर० के० दास, अधीक्षक सचिव

S.O. 922.—Whereas Messrs Indian Aluminium Company Limited, P. B. No. 20, Belgaum-590001 (KN 4405) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

THE SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka and, maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in this establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable and employee been covered under the said Scheme, the employer shall pay the difference to the legal heir nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc., the responsibility for payment of assurance benefits to the nominee or legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, will be that of the employer.

12. Upon the death of the member covered under the scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heir entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(100)/80-PF. II]
R. K. DAS, Under Secy.

नई दिल्ली, 15 फरवरी, 1982

का० आ० 923.—केन्द्रीय सरकार, कर्मचारी भविष्य निधि स्कीम, 1952 के पैरा 4 के उपपैरा (1) के अनुसरण में और भारत सरकार के श्रम मंत्रालय की अधिसूचना सं० का० आ० 1073, तारीख 23 फरवरी, 1976 को अधिक्रान्त करते हुए, दिल्ली संघ राज्य क्षेत्र के लिए एक क्षेत्रीय समिति गठित करती है, जिसमें निम्नलिखित व्यक्ति होंगे, अर्थात् :—

- | | |
|---------------------------|---------------------------------|
| अध्यक्ष | |
| 1. सचिव (श्रम)] | केन्द्रीय सरकार द्वारा नियुक्ति |
| दिल्ली प्रशासन, | |
| 15-राजपुर रोड, | |
| दिल्ली। | |
| सदस्य | |
| 2. संयुक्त श्रम आयुक्त, | राज्य सरकार की सिफारिश |
| दिल्ली प्रशासन, | पर केन्द्रीय सरकार द्वारा |
| 15-राजपुर रोड | नियुक्त दो व्यक्ति। |
| कश्मीरी गेट, दिल्ली-6 | |
| 3. संयुक्त उद्योग निदेशक, | |
| दिल्ली प्रशासन, | |
| कश्मीरी गेट, दिल्ली-6 | |

New Delhi, 15 February, 1982

4. श्री बी०आर० घई,
फैक्ट्री प्रबन्धक, विड़ला काटन
स्पिनिंग एण्ड वीविंग मिल्स
लिमिटेड,
विड़ला लाइन्स,
सब्जी मंडी, दिल्ली-7
5. श्री बी०के० दीवान,
अध्व विधि सलाहकार,
ए० आई०एम०ओ०,
ए०आई०एफ०ओ०
हाउस 1-ई 11, मण्डेवालान,
एक्सटेंशन, नई दिल्ली।
6. श्री बी०पी० गुप्त,
औद्योगिक संबंध सलाहकार
पंजाब, हरियाणा
और दिल्ली,
चैम्बर आफ कांसर्स एण्ड
इंडस्ट्री, 9-ए कनाट प्लेस,
नई दिल्ली-110001

राज्य में नियोजकों के संग-
ठनों के परामर्श से केन्द्रीय
सरकार द्वारा नियुक्त
नियोजकों के तीन प्रति-
निधि।

7. श्री राजकुमार गुप्त,
महासचिव,
भारतीय मजदूर संघ,
दिल्ली प्रदेश,
5239, अजमेरी गेट,
दिल्ली-110006
8. श्री टी०ए० फ्रांसिस
4/7, आसफ अली रोड,
नई दिल्ली
(अखिल भारतीय ट्रेड
यूनियन कांग्रेस)
9. श्री लक्ष्मी नारायण, अध्यक्ष,
भारतीय राष्ट्रीय ट्रेड
यूनियन कांग्रेस,
दिल्ली शाखा, एच-287,
दिल्ली विद्युत
प्रदाय उपक्रम कॉलोनी,
त्रिपोली,
जी टी० रोड,
दिल्ली-110006

राज्य में कर्मचारियों के
संगठनों के परामर्श से
केन्द्रीय सरकार द्वारा
नियुक्त कर्मचारियों के
तीन प्रतिनिधि।

10. श्री बी०एफ० मेठी, सचिव,
आल इंडिया आर्गनाइजेशन
आफ एम्प्लायर्स,
फेडरेशन हाउस, तानसेन मार्ग,
नई दिल्ली

केन्द्रीय न्यासी बोर्ड, कर्म-
चारी भविष्य निधि का
प्रशासकीय सदस्य, जो
सामान्यतः दिल्ली में
निवास करता है।

S.O. 923.—In pursuance of sub-paragraph (1) of para-
graph 4 of the Employees' Provident Funds Scheme, 1952 and
in supersession of the notification of the Government of India
in the Ministry of Labour, No. S.O. 1073, dated the 23rd Feb-
ruary, 1976, the Central Government hereby sets up a Regional
Committee for the Union Territory of Delhi consisting of the
following persons, namely:—

Chairman

1. The Secretary (Labour),
Delhi Administration,
15-Rajpur Road,
New Delhi

Appointed by the Central
Government.

Members :

2. Joint Labour Commissioner,
Delhi Administration,
15, Rajpur Road,
New Delhi
3. Joint Director of Industries,
Delhi Administration,
Kashmeri Gate,
Delhi

Three representatives of
employees appointed by the
Central Govt. in consulta-
tion with the Organisation
of employees in the State.

4. Shri B.R. Ghaiye,
Factory Manager,
Birla Cotton Spinning and
Weaving Mills, Limited,
Birla Lines, Subzimidari,
Delhi-110007.
5. Shri V.K. Diwan,
Labour Law Adviser,
A.I.M.O., A.I.M.O. House,
11E/11, Jhandewalan
Extension, New Delhi
6. Shri B.P. Gupta,
Industrial Relations Adviser,
Punjab, Haryana and Delhi
Chamber of Commerce and
Industry,
9A, Connaught Place,
New Delhi-110001

Three representatives of
employers appointed by the
Central Government in
consultation with the orga-
nisations of employers in
the State.

7. Shri Raj Kumar Gupta,
General Secretary,
Bhartiya Mazdoor Sangh,
Delhi Pradesh,
5239, Ajmeri Gate,
Delhi-110006.
8. Shri T.A. Francis,
4/7, Asaf Ali Road,
New Delhi
9. Shri Laxmi Narain,
President Indian National
Trade Union Congress,
Delhi Branch,
H. 287, Delhi Electric Sup-
ply Undertaking Colony,
Tripolia, G.T. Road,
Delhi-110006

Three representatives of
employers appointed by
the Central Government in
consultation with the orga-
nisations of employees in
State.

10. Shri B.M. Sethi,
Secretary,
All India Organisation of
Employees, Federation
House, Tansen Marg,
New Delhi

Non-official members of
Central Board of Trustees,
Employees' Provident Fund,
ordinarily resident in
Delhi.

[सं० बी०-20012/11/73-पी०एफ०-II]

पी० सिन्हा, उप सचिव

[No. V-20012/11/78-PF. II]
P. SINHA, Deputy Secy.

नई दिल्ली

का०मा० 924.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 26 के अनुसरण में, कर्मचारी राज्य बीमा

31 मार्च, 1980 को समाप्त

व्यय

पिछला वर्ष (1978-79)	लेखा शीर्ष	राशि	जोड़
रुपये		रुपए	रुपए
	1 बीमाकृत व्यक्तियों तथा उनके परिवारों को हितलाभ		
	क. चिकित्सा हितलाभ		
	(1) चिकित्सा देखरेख तथा प्रसूति सुविधाओं की व्यवस्था पर पूरे होने		
	वाले खर्च में निगम के शीयर के रूप में राज्य सरकारों को		
49,90,29,859	अदायगियां।	60,23,42,106-अ	
	(2) चिकित्सा देखरेख तथा प्रसूति सुविधाएं (निगम द्वारा प्रत्यक्ष		
2,97,00,515	रूप से किया गया व्यय)	3,35,85,407	
52,87,30,374	जोड़—क - चिकित्सा हितलाभ		63,59,27,513
	ख. नकद हितलाभ :		
33,50,40,594	1. बीमारी हितलाभ	42,96,75,462-ख	
3,14,41,961	2. विस्तारित बीमारी हितलाभ	3,25,97,884	
6,08,336	3. परिवार नियोजन के लिए वृद्धि बीमारी हितलाभ	6,51,570	
1,73,89,593	4. प्रसूति हितलाभ	1,94,90,537	
	5. अर्पणता हितलाभ :		
6,45,53,267	(क) अस्थायी	6,93,67,776	
6,38,60,000	(ख) स्थायी (पूजीकृत मूल्य)	6,50,83,000	
	6. आश्रितजन हितलाभ		
1,44,68,000	(पूजीकृत मूल्य)	1,76,48,000	
9,70,530	7. अन्त्येष्टि हितलाभ	10,08,398	
52,83,32,281	जोड़—ख - नकद हितलाभ		63,55,22,627
1,05,70,62,655	आगे ले जाया गया जोड़		1,27,14,50,140

क. अनुबन्ध 1 में व्याख्यात्मक टिप्पणियों का पैरा 1.1 देखिये।

ख. अनुबन्ध 1 में व्याख्यात्मक टिप्पणियों का पैरा 1.2 देखिये।

1 मई, 1981

निगम के वर्ष 1979-80 संबंधी परीक्षित लेखों तथा उनके संबंध में लेखा परीक्षा रिपोर्टों ग्राम सूचना के लिए प्रकाशित की जाती है।

वर्ष की आय— व्यय लेखा

आय

पिछला वर्ष	लेखा शीर्ष	राशि	जोड़
1978-79			
रुपये		रुपये	रुपये
	अवशदान		
1,45,78,73,675	नियोजक तथा कर्मचारियों के शेषर	1,58,68,28,298 -ग	
17,57,264	केवल नियोजकों का शेषर	15,72,055 -घ	
71,05,946	केवल कर्मचारियों का शेषर	77,46,520 -ख	
8,57,102	अवशदानों पर व्याज	14,57,289	
1,46,75,93,987	कुल अवशदान		1,59,76,04,161
1,10,49,500	निगम द्वारा चिकित्सा हितलाभ पर प्रारंभ में किए गए व्यय में राज्य सरकार/संघ राज्य क्षेत्रों का शेषर	28,31,875	
1,10,49,500			28,31,874
	अन्य राजस्व शीर्ष		
5,28,26,924	व्याज तथा लाभभांश	4,83,70,142 -ङ	
42,33,772	सतिपूति	48,42,590 -च	
	किराया महसूल तथा कर		
7,26,478	(1) निगम के कार्यालय (स्टाफ क्वार्टरों सहित)	7,92,757	
3,53,53,611	(2) अस्पताल, प्रीवधारालय तथा स्टॉफ क्वार्टर	3,85,18,880	
30,07,792	शुल्क, जुर्माना तथा समपहूरण	32,52,980 -छ	
15,36,277	विविध	17,00,879 -ज	
9,79,04,854	अन्य राजस्व शीर्षों का जोड़		9,74,78,229
1,57,65,48,341	छागे ले जाया गया जोड़		1,69,79,04,265

- ग अनुबन्ध 1 में व्याख्यात्मक टिप्पणियों का पैरा 1 3 देखिये।
घ अनुबन्ध 1 में व्याख्यात्मक टिप्पणियों का पैरा 1 4 देखिये।
ङ अनुबन्ध 1 में व्याख्यात्मक टिप्पणियों का पैरा 1 5 देखिये।
च अनुबन्ध 1 में व्याख्यात्मक टिप्पणियों का पैरा 1 6 देखिये।
छ अनुबन्ध 1 में व्याख्यात्मक टिप्पणियों का पैरा 1 7 देखिये।
ज अनुबन्ध 1 में व्याख्यात्मक टिप्पणियों का पैरा 1 8 देखिये।

पिछला वर्ष 1978-79	लेखा शीर्ष	राशि	जोड़
रुपये		रुपये	रुपये
1,05,70,62,655	पीछे से लाया गया जोड़		1,27,14,50,140
	ग- अन्य हितलाभ :		
28,424	(क) अपंग बीमाकृत व्यक्तियों के पुनर्वास पर व्यय	7,522	
3,74,438	(ख) निमित्ता बोर्ड तथा प्रभिल अधिकरण	4,48,754	
	(ग) बीमाकृत व्यक्तियों को अदायगी		
2,42,560	(1) सवारी खर्च तथा /या मजदूरी की हानि	3,57,660	
50	(2) परिवार नियोजन के अन्तर्गत प्रासंगिक व्यय	—	
6,42,799	(घ) विविध	9,18,182 -अ	
13,88,271	जोड़ - ग अन्य हितलाभ		17,32,119
1,05,84,50,926	बीमाकृत व्यक्तियों तथा उनके परिवारों को कुल हितलाभ		1,27,31,82,259
	2. प्रशासन व्यय		
	क- अधीक्षण		
54,960	1- निगम, स्थायी समिति, क्षेत्रीय बोर्ड आदि	69,013	
2,04,345	2- प्रधान अधिकारी	1,98,232	
58,29,336	3- अन्य अधिकारी	61,73,200	
3,00,47,548	4- लिपिकवर्गीय स्थापना	2,36,26,149	
50,26,425	5- भूय घ स्टाफ	54,26,092	
1,03,09,418	6- आकस्मिक व्यय	1,21,06,975	
5,14,72,032	जोड़ क- अधीक्षण		5,75,99,661
	ख- क्षेत्रीय कार्य		
14,64,847	1. अधिकारी	19,00,798	
2,97,84,952	2. लिपिकवर्गीय स्थापना	3,32,56,058	
45,52,562	3. भूय घ स्टाफ	50,71,313	
39,10,651	4. आकस्मिक व्यय	39,49,877	
3,97,13,012	जोड़ ख- क्षेत्रीय कार्य		4,42,78,046
	ग- अन्य खर्च		
5,13,116	1. कानूनी खर्च	4,85,068	
67,752	2- बीमा न्यायालय	53,445	
1,05,851	3. प्रचार तथा विज्ञापन खर्च	1,37,783	
8,45,465	4. बैंक लेख रखने के लिए खर्च	99,226	
2,55,430	5. लेखा परीक्षा फीस	2,16,298	
1,38,865	6. छुट्टी भतन तथा पेंशन प्रशासन	1,07,964	
3,54,834	7. कार्यालय भवन/स्टाफ कार का मूल्यहास	3,70,872	
9,66,232	8. कार्यालय भवनों की सरम्मत तथा अनुरक्षण	9,93,747	
	9. सेवा निवृत्ति हितलाभ		
12,44,042	क. निगम के कर्मचारियों के लिए पेंशन आरक्षित निधि	53,42,509	
2,58,737	ख. क० रा० बी० निगम भविष्य निधि में निगम का प्रशासन	39,401	
34,24,462	ग. क० रा० बी० निगम भविष्य निधि में दिया गया व्याज	37,01,309	
24,261	घ. प्रोत्साहन भोनस	1,57,579	
35,000	10. अनुकंपा आरक्षित निधि	35,000	
80,000	11. भविष्य निधि जमा से जुड़ी बीमा निधि	90,000	
12	12 हानियाँ	9,000	
4,227	13. विविध	39,532	
83,18,390	जोड़ ग- अन्य खर्च		1,18,78,713
9,95,03,434	जोड़ शीर्ष - 2 -प्रशासन व्यय		11,37,56,420
1,15,79,54,360	आगे से लाया गया जोड़		1,38,69,38,679

- झ. अनुबन्ध 1 में व्याख्यात्मक टिप्पणियों का पैरा 1.9 देखिये।
 ञ. अनुबन्ध 1 में व्याख्यात्मक टिप्पणियों का पैरा 1.10 देखिये।
 ट. अनुबन्ध 1 में व्याख्यात्मक टिप्पणियों का पैरा 1.11 देखिये।
 ठ. अनुबन्ध 1 में व्याख्यात्मक टिप्पणियों का पैरा 1.12 देखिये।

पिछला वर्ष (1978-79)	लेखा शीर्ष	राशि	जोड़
रुपये		रुपये	रुपये
1,57,65,48,341	पीछे से लाया गया जोड़		1,69,79,04,265

पिछला वर्ष 1978-78	लेखा शीर्ष	राशि	जीड़
रुपये		रुपये	रुपये
1,15,79,54,360	पैछे से लाया गया जोड़		1,38,69,38,679
	3. अस्पताल और औषधालय		
36,44,523	1 अस्पताल भवनों के मूल्यह्रास के लिये धन व्यवस्था जो निर्ध में अन्तर्गत की गई	47,88,913	
1,03,69,117	2 अस्पताल/औषधालयों की मरम्मत तथा अमुरक्षण के लिए धन व्यवस्था जो निर्ध में अन्तर्गत की गई	1,38,87,848	
1,42,13,640	जोड़ शीर्ष- 3 अस्पताल तथा औषधालय		1,86,76,761
	4 पूंजीगत निर्माण/ आपात आरक्षित निर्ध		
14,67,59,400	(1) पूंजीगत निर्माण	15,97,60,416 -इ	
5,15,24,188	(2) आपात आरक्षित निर्ध जोड़ शीर्ष 4- पूंजीगत	2,65,03,682 -इ	
19,82,83,588	निर्माण/आपात आरक्षित निर्ध		18,62,64,098
1,37,04,51,588	राजस्व लेखों में कुल व्यय		1,59,18,79,538
20,60,96,753	व्यय से अधिक आय को तुलन पत्र में ले जाना	10,60,24,727	10,60,24,727
1,57,65,48,341	कुल जोड़		1,69,79,04,265

नई दिल्ली

दिनांक 31 मई, 1980

ड. अनुबन्ध 1 में व्याख्यात्मक टिप्पणियों का पैरा 1.13 देखिये।

ड अनुबन्ध 1 में व्याख्यात्मक टिप्पणियों का पैरा 1.14 देखिये।

कमचारी राज्य
31 मार्च, 1980 की स्थिति

पिछला वर्ष 1978-79	देयताएं	राशि	जीड़
रुपये		रुपये	रुपये
	व्यय से अधिक आय का अतिशेष		
1,36,35,52,434	पिछले तुलनपत्र के अनुसार	1,56,96,49,187	
20,60,96,753	वर्ष के दौरान संलयन	10,60,24,727	
1,56,96,49,187	आरक्षित निधियां		1,67,56,73,914
	1. पूंजीगत निर्माण आरक्षित निर्ध		
58,65,21,536	पिछले तुलनपत्र के अनुसार	74,89,66,131	
14,67,59,400	जोड़ें—वर्ष में की गई धन व्यवस्था	15,97,60,416	
1,56,85,195	निवेशों से प्राप्त ब्याज	1,38,19,243	
74,89,66,131	2 स्थायी (आणिक तथा पूर्ण) प्रपंभना हितलाभ आरक्षित निर्ध		क-92 23,45,790
17,43,15,231	पिछले तुलन पत्र के अनुसार	18,62,85,906	
6,38,60,000	वर्ष में की गई धन व्यवस्था	6,50,83,000	
89,54,711	निवेशों से प्राप्त ब्याज	70,66,776	
24,71,29,942	इत शीर्षका आसो से जादा गया जोड़	25,84,35,482	
2,31,86,15,318	आगे ले जाया गया जोड़		2,59,82,19,704

क. विवरण क में आय तथा प्रवायगी लेखा देखिए।

पिछला वर्ष 1978-79	देयताएं	राशि	जोड़
रुपये		रुपये	रुपये
1,57,65,48,341	पीछे से लाया गया जोड़		1,69,79,04,265
1,57,65,48,341	कुल जोड़		1,69,79,04,265

एम० एल० सोबती,

वित्तीय सलाहकार एवं मुख्य लेखा अधिकारी, कर्मचारी राज्य बीमा निगम

बीमा निगम
का तुलनपत्र

पिछला वर्ष (1978-79)	परिचय	राशि	जोड़
रुपये		रुपये	रुपये
	भूमि तथा भवन (निगम के पूर्ण स्वामित्व में)		
	क. निगम कार्यालयों के लिए भवन		
2,00,22,893	पिछले तुलन पत्र के अनुसार	3,09,71,171	
1,09,48,278	वर्ष के दौरान वृद्धि	64,89,351	
3,09,71,171	जोड़ (क)	374,60,522	
	ख. अस्पताल तथा औषधालय		
32,32,08,822	पिछले तुलनपत्र के अनुसार	43,05,68,012	
10,73,59,190	वर्ष के दौरान वृद्धि	7,98,66,232	
43,05,68,012	जोड़ (ख)	51,04,34,244	
46,15,39,183			54,78,94,766
	भूमि तथा भवन (निगम तथा राज्य सरकारों के संयुक्त स्वामित्व में) निगम का शेयर		
	अस्पताल तथा औषधालय		
9,26,807	पिछले तुलनपत्र के अनुसार	9,26,807	
	वर्ष के दौरान वृद्धि	2,58,278	
9,26,807			11,85,085
46,24,65,990	आगे से जाया गया जोड़		54,90,79,851

ख. अनुबंध 2 में व्याख्यात्मक टिप्पणियों का पैरा 2.1 देखिए।

पिछला वर्ष (1978-79)	व्यय	राशि	जोड़
रुपये	रुपये	रुपये	रुपये
2,31,86,15,318	पीछे से लाया गया जोड़		2,59,82,19,704
2471,29,942	इस शीर्ष का पीछे से लाया गया जोड़-	25,84,35,682	
(—) 6,08,44,036	घटायें—वर्ष में की गई अदायगियां	(—) 5,78,70,146	20,05,65,536
18,62,85,906	3. आश्रितजन हितलाभ आरक्षित निधि		
9,57,86,859	पिछले तुलनपत्र के अनुसार	10,51,06,740	
1,44,68,000	वर्ष में की गई धन व्यवस्था	1,76,48,000	
49,20,649	निवेशों से प्राप्त व्याज	39,87,292	
(—) 1,00,68,768	घटायें—वर्ष में की गई अदायगियां	(—) 1,18,59,142	
10,51,06,740			11,48,82,890
	4. कर्मचारी राज्य बीमा निगम भविष्य निधि	ख--ख	
4,12,24,332	पिछले तुलनपत्र के अनुसार	4,88,54,926	
	जोड़े वर्ष में जमा की गई राशि		
1,23,50,746	(1) कर्मचारियों का अंशदान	138,09,901	
2,65,372	(2) निगम का अंशदान	39,401	
34,24,462	(3) कर्मचारी तथा निगम के सदस्यों पर व्याज	37,01,309	
24,261	(4) प्रोत्साहन धोना	1,57,579	
	ख-----निबंदन न देखिए		
	घटाएँ—वर्ष में की गई अदायगियां	(—) 1,06,61,268	
(—) 84,26,794	घटाएँ—निम्नलिखित में अंतरित राशि		
(—) 6,633	1. पेंशन आरक्षित निधि	(—) 37,41,674	
(—) 6,908	2. अदबी जमा राशि	(—) 35,108	
4,88,54,926	5. भविष्य निधि जमा से जुड़ी बीमा निधि		5,21,25,066
75,063	पिछले तुलनपत्र के अनुसार	1,08,482	
80,000	वर्ष में की गई धन व्यवस्था	90,000	
3,853	निवेशों से प्राप्त व्याज तथा आय	4,055	
(—) 50,434	घटाएँ वर्ष में की गई अदायगियां	(—) 36,614	
1,08,482			1,65,923
	6. कर्मचारी राज्य बीमा निगम-ग्रुप बीमा निधि पिछले तुलनपत्र के अनुसार	75,880	
3,15,880	वर्ष के दौरान प्राप्त अंशदान	4,93,928	
—	निवेशों से प्राप्त व्याज तथा लाभ	2,857	
—	जीवन बीमा निगम से प्राप्त राशि	65,000	
(—) 2,40,000	घटाएँ—जीवन बीमा निगम को दिया गया प्रीमियम	(—) 1,88,858	
—	आभाषिकारियों को दी गई बीमित राशि	(—) 10,000	
—	सेवा निवृत्ति पर दिया गया बंदोबस्ती हितलाभ	(—) 120	
75,880			4,38,687
2,65,90,47,252	आगे ले जाया गया जोड़		2,96,63,97,806

पिछला वर्ष (1978-79)	परिसंपत्तियां	राशि	जोड़
रुपए		रुपए	रुपए
46,24,65,990	पीछे ले लाया गया जोड़		54,90,79,851
	पूजीगत व्यय के लिए बी गई राशि		
	(क) सामान्य रोकड़ लेप में से बी राशि		
4,54,36,075	पिछले तुलनपत्र के अनुसार	4,03,95,046	
54,469	जोड़े-वर्ष में दी गई अदायगियां	---	
(---) 50,95,498	घटाएं-समायोजन तथा वसूलियां	(---) 41,51,368	
4,03,95,046	जोड़ (क)	3,62,43,678	
	ख. पूजीगत निर्माण आरक्षित निधि में से दी गई राशि		
19,18,99,835	पिछले तुलनपत्र के अनुसार	15,87,69,716	
8,05,49,148	जोड़े-वर्ष में की गई अदायगियां	6,63,80,460	
(---) 11,36,79,267	घटाएं-समायोजन तथा वसूलियां	(---) 8,37,13,516	
15,87,69,716	जोड़ (ख)	14,14,36,660	
19,91,64,762	स्टाफ कारें		17,76,60,338
5,65,196	पिछले तुलनपत्र के अनुसार	5,65,196	
5,65,196	वर्ष के दौरान संवयन	---	5,65,196
	निगम के कार्यालय अध्यक्षों की स्थायी पेशगी		
78,766	पिछले तुलनपत्र के अनुसार	86,911	
8,385	जोड़े-वर्ष में की गई अदायगियां	5,120	
(---) 240	घटाएं-वर्ष में की गई वसूलियां	(---) 1,000	
86,911	निगम के कर्मचारियों को स्थानान्तरण पर वेतन की अग्रिम अदायगी		91,031
20,358	पिछले तुलनपत्र के अनुसार	2,547	
1,16,471	जोड़े-वर्ष में की गई अदायगियां	1,51,396	
(---) 1,08,282	घटाएं-वर्ष में की गई वसूलियां	(---) 1,05,930	
28,547	निगम के कर्मचारियों को स्थानान्तरण पर यात्रा भत्ते की अग्रिम अदायगी		74,013
79,236	पिछले तुलनपत्र के अनुसार	95,064	
1,78,346	जोड़े-वर्ष में की गई अदायगियां	1,54,562	
(---) 1,62,518	घटाएं-वर्ष में की गई वसूलियां	(---) 1,37,772	
95,064			1,11,854
66,24,06,470	आगे ले जाया गया जोड़		72,76,02,283

पिछला वर्ष (1978-79)	वैधान्त	राशि	जोड़
रुपये		रुपये	रुपये
2,65,90,47,252	पीछे से जाया गया जोड़		2,96,63,97,806
	7. निगम कार्यालय भवनों (स्टाफ क्वार्टरों सहित) की मूल्यह्रास आरक्षित निधि		
30,73,809	पिछले तुलनपत्र के अनुसार	35,64,911	
3,33,218	वर्ष में की गई धन व्यवस्था	3,42,670	
1,57,884	निवेशों से प्राप्त व्याज तथा लाभ	1,35,309	
35,64,911	8. अस्पताल भवनों की मूल्यह्रास आरक्षित निधि		40,42,890
3,44,63,168	पिछले तुलनपत्र के अनुसार	3,98,78,158	
36,44,523	वर्ष में की गई धन व्यवस्था	47,88,913	
17,70,467	निवेशों से प्राप्त व्याज	15,12,736	
3,98,78,158	9. स्टाफ कारों की मूल्य ह्रास आरक्षित निधि		4,61,79,807
5,95,318	पिछले तुलनपत्र के अनुसार	6,12,202	
21,616	वर्ष में की गई धन व्यवस्था	28,202	
28,848	निवेशों से प्राप्त व्याज	23,136	
(—) 33,580	घटाए-वर्ष में की गई अबावगियां	(—) 41,826	
6,12,202			6,21,714
	10. निगम के कार्यालय भवनों (स्टाफ क्वार्टरों सहित) की मरम्मत व अनुरक्षण आरक्षित निधि		
49,41,497	पिछले तुलनपत्र के अनुसार	56,12,696	
9,66,332	वर्ष में की गई धन व्यवस्था	9,93,727	
1,43,929	निवेशों से प्राप्त व्याज घटाए-व्यय के प्रमाणित विवरणों की प्राप्ति पर	1,06,735	
(—) 4,39,062	समायोजित राशि	(—) 7,33,477	
56,12,696			ग 59,79,681
	11. अस्पताल भवन की मरम्मत व अनुरक्षण, आरक्षित निधि		
7,13,44,246	पिछले तुलनपत्र के अनुसार	8,19,81,321	
1,05,69,117	वर्ष में की गई धन व्यवस्था	1,38,87,848	
24,76,167	निवेशों से प्राप्त व्याज घटाए-व्यय के प्रमाणित विवरणों की प्राप्ति पर	20,47,060	
(—) 24,08,509	समायोजित राशि	(—) 60,52,312	
8,19,81,321			घ 9,18,63,917
2,79,06,96,540	आगे से जाया गया जोड़		3,11,50,85,815

ग—विवरण ख में आय तथा अदायगी लेखा देखिये।

घ—विवरण ग में आय तथा अदायगी लेखा देखिये।

पिछला वर्ष (1978-79)	परिसंस्थितियाँ	राशि	जोड़
रुपये		रुपये	रुपये
66,24,06,470	पीछे से लाया गया भंड		72,76,02,283
	निगम के कर्मचारियों के वाहन खरीदने के लिए पेशगी		
10,40,844	पिछले तुलनपत्र के अनुसार	13,54,727	
9,86,490	जोड़े—वर्ष में की गई अदायगियाँ	9,78,021	
(—) 6,72,607	घटाएँ—वर्ष में की गई वसूलियाँ	(—) 7,66,157	
13,54,727			15,66,591
	निगम के कर्मचारियों को विविध पेशगियाँ (स्प्रीडर पेशगियाँ, बाइक पेश- गियाँ तथा पंखा पेशगियाँ)		
6,69,672	पिछले तुलनपत्र के अनुसार	28,98,729	
32,94,188	जोड़े—वर्ष में की गई अदायगियाँ	18,73,966	
(—) 10,65,131	घटाएँ—वर्ष में की गई वसूलियाँ	(—) 25,73,823	
28,98,729			21,98,872
	गृह निर्माण पेशगी	99,57,060	
83,81,177	पिछले तुलनपत्र के अनुसार		
27,57,935	जोड़े—वर्ष में की गई अदायगियाँ	26,39,100	
(—) 11,82,352	घटाएँ—वर्ष में की गई वसूलियाँ	(—) 16,45,252	
99,57,060	राज्य सरकारों की और से अग्रिम अदायगियाँ		1,09,50,908
1,463	पिछले तुलनपत्र के अनुसार	1,327	
2,358	जोड़े—वर्ष में की गई अदायगियाँ	1,860	
(—) 2,494	घटाएँ—वर्ष में की गई वसूलियाँ	(—) 948	
1,327			2,239
	निगम के अस्पताल/औषधालयों/कार्यालयों तथा स्टाफ क्वार्टरों की मरम्मत तथा अनुरक्षण की बाबत राज्य सरकारों/राज्य लोक निर्माण विभाग आदि को की गई राशि ।		
	(क) निगम के कार्यालय		
21,37,929	पिछले तुलनपत्र के अनुसार	28,00,546	
10,48,311	जोड़े—वर्ष में की गई अदायगियाँ	11,17,049	
(—) 3,85,694	घटाएँ—नकद बापनियाँ	(—) 5,41,250	
28,00,546	(ख) अस्पताल/औषधालय/प्रशिक्षण		33,76,345
2,31,36,821	पिछले तुलनपत्र के अनुसार	2,80,17,996	
61,54,893	जोड़े—वर्ष में की गई अदायगियाँ	1,11,27,409	
(—) 15,73,718	घटाएँ—नकद बापनियाँ	(—) 35,85,218	
2,80,17,996	ऊ विविध पेशगियाँ		3,55,60,187
20,82,515	पिछले तुलनपत्र के अनुसार	15,49,008	
15,04,776	जोड़े—वर्ष में की गई अदायगियाँ	30,43,537	
(—) 20,38,313	घटाएँ—वर्ष में की गई वसूलियाँ	(—) 23,87,155	
15,49,008			22,05,390
70,89,85,863	भाग से लाया गया भंड		78,31,62,815

ड. अनुबंध 2 में व्याख्यात्मक टिप्पणियों का पैरा 2.2 देखिये।

पिछला वर्ष (1978-79)	वैयताएं	राशि	जोड़
रुपये		रुपये	रुपये
2,79,06,96,540	पीछे से लाया गया जोड़		3,11,50,83,815
	12. निगम के कर्मचारियों के लिए पेंशन प्रारक्षित निधि		
7,85,80,959	पिछले तुलनपत्र के अनुसार	8,29,87,739	
51,71,765	वर्ष में की गई धन व्यवस्था	60,22,288	
40,36,770	निवेशों से प्राप्त ब्याज	31,48,153	
(---) 33,66,688	मूल्यांकन पर पाँचवीं वर्ष वार्षिक रिपोर्ट के अनुसार समायोजन	—	
(—) 14,41,702	घटाएँ—वर्ष में की गई अदायगियाँ	(—) 19,80,077	
6,635	जोड़ें—कर्मचारी राज्य बीमा निगम भविष्य निधि से अंतरित राशि	37,41,674	
8,29,87,739			9,39,19,784
	13. आपान प्रारक्षित निधि		
28,33,47,207	पिछले तुलनपत्र के अनुसार	34,94,27,240	
5,15,24,188	वर्ष में की गई धन व्यवस्था	2,65,03,682	
1,45,55,845	निवेशों पर वसूल किया गया ब्याज	1,32,55,332	
34,94,27,240			38,91,86,254
	14. निगम के कर्मचारियों के लिये		
	अनुकंपा प्रारक्षित निधि		
10,000	पिछले तुलनपत्र के अनुसार	27,768	
35,000	वर्ष में की गई धन व्यवस्था	35,000	
521	निवेशों से प्राप्त ब्याज	1,013	
(--) 17,753	घटाएँ—वर्ष में की गई अदायगियाँ	(--) 37,479	
27,768			26,302
	जमा राशि		
	प्रतिभूतियों की जमा राशि		
3,85,964	पिछले तुलनपत्र के अनुसार	5,94,014	
5,33,608	जोड़ें—वर्ष में जमा राशि	6,90,720	
(--) 3,25,558	घटाएँ—वर्ष में लौटाई गई जमा राशि	(--) 3,86,937	
5,94,014	अन्य पार्टियों को देय बिलों से कटौती		8,97,797
31,755	पिछले तुलनपत्र के अनुसार	57,378	
14,08,355	जोड़ें—वर्ष में जमा की गई राशि	15,98,313	
(—) 13,83,732	घटाएँ—वर्ष में की गई अदायगियाँ	(--) 15,74,917	
57,378	कर्मचारी राज्य बीमा निगम भविष्य निधि में अदायी जमा राशि		80,774
50,706	पिछले तुलनपत्र के अनुसार	25,233	
6,908	जोड़ें—वर्ष में जमा की गई राशि	35,108	
(—) 32,361	घटाएँ—वर्ष में की गई अदायगियाँ	(--) 9,246	
25,253			51,115
3,22,38,15,932	आगे से लाया गया जोड़		3,59,92,47,841

पिछला वर्ष (1978-79)	परिसम्पत्तियाँ	राशि	जोड़
रुपये		रुपये	रुपये
70,89,85,863	पीछे से लाया गया जोड़	च	78,34,62,815
2,73,23,100	राज्य सरकारों को कर्ज	2,48,05,967	
--	पिछले तुलनपत्र के अनुसार	--	
(--) 25,17,133	जोड़े—वर्ष में की गई अदायगियाँ	--	
2,48,05,967	घटाये—राज्य सरकारों द्वारा लौटाई गई राशि	(--) 25,17,133	2,22,88,834
	प्रेषण		
	नकद प्रेषण	छ	
6,00,419	पिछले तुलनपत्र के अनुसार	(--) 22,45,890	
2,97,53,81,683	जोड़े—वर्ष में डेबिट	3,40,35,52,264	
(--) 2,97,92,27,982	घटाये—वर्ष में क्रेडिट	(--) 3,45,21,93,838	
(--) 22,45,890			(--) 5,08,87,464
	अन्य प्रेषण		
	विनियम लेखा	ज	
30,745	पिछले तुलनपत्र के अनुसार	(--) 60,401	
8,92,65,278	जोड़े—वर्ष में डेबिट	14,96,98,900	
(--) 8,93,62,424	घटाये—वर्ष में क्रेडिट	(--) 13,74,20,844	
(--) 60,401			1,22,18,655
	लागत पर निवेश		
	1. पूँजीगत निर्माण धाराक्षिप्त निधि		
30,53,29,804	पिछले तुलन पत्र के अनुसार	36,42,88,655	
5,89,88,851	जोड़े—वर्ष में किये गये निवेश	10,83,35,805	
--	घटाये—निवेशों की परिपक्वता या बिक्री पर बचती	--	
36,42,88,655			47,26,24,460
	2. स्थाई (आंशिक तथा पूर्ण) अर्पणता हितलाभ धाराक्षिप्त निधि		
17,43,15,230	पिछले तुलन पत्र के अनुसार	18,62,85,906	
1,19,70,676	जोड़े—वर्ष में किये गये निवेश	1,42,79,630	
--	घटाये—निवेशों की परिपक्वता या बिक्री पर बचती	--	
18,62,85,906			20,05,65,536
	3. धार्मिकजन हितलाभ धाराक्षिप्त निधि		
9,57,86,854	पिछले तुलनपत्र के अनुसार	10,51,06,740	
93,19,881	जोड़े—वर्ष में किये गये निवेश	97,76,150	
--	घटाये—निवेशों की परिपक्वता या बिक्री पर बचती	--	
10,51,06,740			11,48,82,890
1,38,71,66,840	आगे ले जाया गया जोड़		1,55,51,55,726

च अनुबन्ध 2 में व्याख्यात्मक टिप्पणियों का पैरा 2.3 देखिये।

छ अनुबन्ध 2 में व्याख्यात्मक टिप्पणियों का पैरा 2.1 देखिये।

ज अनुबन्ध 2 में व्याख्यात्मक टिप्पणियों का पैरा 2.5 देखिये।

पिछला वर्ष (1978-79)	देयताएं	राशि	जोड़
रुपये		रुपये	रुपये
3,22,38,15,932	पीछे से लाया गया जोड़		3,59,92,47,841
	परिवार नियोजन मशियोजना के लिये अन्तर्राष्ट्रीय श्रम संगठन से प्राप्त जमा राशि		
--	पिछले तुलन पत्र के अनुसार	--	
7,00,000	जोड़े—वर्ष में जमा राशि	4,25,000	
(--) 7,00,000	घटायें—परिवार नियोजन परियोजना को की गई अशायतियां विविध जमा राशि*	(--) 4,25,000	
28,12,557	पिछले तुलनपत्र के अनुसार	5,85,608	
29,95,780	जोड़े—वर्ष में प्राप्त जमा राशि	30,92,265	
(--) 52,22,729	घटायें—वर्ष में लौटाई/समायोजित की गई जमा राशि	(--) 18,80,531	
5,85,608			17,97,342

3,22,44,01,510

आगे ले जाया गया जोड़

3,60,10,45,183

*इसमें निम्नलिखित शीर्षों का निवल जोड़ शामिल है .

(i) अशर्तित्तुत आय (उच्चतनश्वर) (ii) अशर्तित्तुत अशायतियां (उच्चतनश्वर) (iii) महुगई अरुता जसा (iv) विविध

पिछला वर्ष (1978-79)	परिसप्तिया	राशि	जोड़
रुपये		रुपये	रुपये
1,38,71,66,840	पीछे से लाया गया जोड़		1,55,51,55,726
	1 कर्मचारी राज्य बीमा निगम भविष्य निधि		
4,12,24,332	पिछले तुलनपत्र के अनुसार	4,88,54,926	
76,30,594	जोड़े—वर्ष में किये गये निवेश	32,70,140	
--	घटायें—निवेशों की परिपक्वता या बिक्री पर वसूली	--	
4,88,54,926	5. भविष्य निधि जमा से जुड़ी बीमा आरक्षित निधि		5,21,25,066
75,063	पिछले तुलनपत्र के अनुसार	1,08,482	
13,419	जोड़े—वर्ष में किये गये निवेश	57,441	
--	घटायें—निवेशों की परिपक्वता या बिक्री पर वसूली	--	
1,08,182	6 ग्रुप बीमा निधि		1,65,923
--	पिछले तुलनपत्र के अनुसार	75,880	
75,880	जोड़े—वर्ष में किये गये निवेश	3,62,807	
--	घटायें—निवेशों की परिपक्वता या बिक्री पर वसूली	--	
75,880			4,38,687
	7 निगम के कार्यालय भवनों (स्टाफ क्वार्टरों सहित) की मूल्यह्रास आरक्षित निधि		
30,73,808	पिछले तुलनपत्र के अनुसार	35,64,911	
4,91,103	जोड़े—वर्ष में किये गये निवेश	4,77,979	
--	घटायें—निवेशों की परिपक्वता या बिक्री पर वसूली	--	
35,64,911		40,42,890	
	8 अस्पताल भवनों की मूल्य ह्रास आरक्षित निधि	--	
3,44,63,168	पिछले तुलनपत्र के अनुसार	3,98,78,158	
54,14,990	जोड़े—वर्ष में किये गये निवेश	63,01,649	
--	घटायें—निवेशों की परिपक्वता या बिक्री पर वसूली	--	
3,98,78,158			4,61,79,807
	9 स्टाफ कारों की मूल्यह्रास आरक्षित निधि		
5,61,738	पिछले तुलनपत्र के अनुसार,	6,12,202	
50,464	जोड़े—वर्ष में किये गये निवेश	9,512	
--	घटायें—निवेशों की परिपक्वता या बिक्री पर वसूली	--	
6,12,202			6,21,714
	10 निगम के कार्यालय भवनों (स्टाफ क्वार्टरों सहित) का मरम्मत व अनुरक्षण आरक्षित निधि		
28,03,565	पिछले तुलनपत्र के अनुसार	25,12,150	
8,582	जोड़े—वर्ष में किये गये निवेश	--	
--	घटायें—निवेशों की परिपक्वता या बिक्री पर वसूली	(--)	
28,12,150			26,03,336
	11 अस्पताल भवनों की मरम्मत व अनुरक्षण आरक्षित निधि		
4,52,07,426	पिछले तुलनपत्र के अनुसार	5,39,63,325	
57,55,899	जोड़े—वर्ष में किये गये निवेश	23,10,105	
--	घटायें—निवेशों की परिपक्वता या बिक्री पर वसूली	--	
5,09,63,325			5,63,03,730
1,53,70,36,574	आगे के प्राप्ति पर जोड़		1,71,71,36,879

पिछला वर्ष (1978-79)	वेयताये	राशि	जोड़
रुपये		रुपये	रुपये
3,22,44,01,540	पीछ से लाया गया जोड़		3,60,10,45,183

3,22,44,01,540

कुल जोड़

3,60,10,45,183

सही दिस्ती

दिनांक 31 मार्च 1980

पिछला वर्ष (1978-79)	परिमित्तियाँ	राशि	जोड़
रुपये		रुपये	रुपये
1,53,70,36,874	पीछे से लाया गया जोड़		1,71,76,36,879
	12. निगम के कर्मचारियों के निये पेंशन आरक्षित निधि		
7,85,80,959	पिछले तुलनपत्र के अनुसार	8,29,87,739	
44,06,780	जोड़े—वर्ष में किये गये निवेश	1,09,32,045	
---	घटायें—निवेशों की परिपक्वता या बिक्री पर बसूली	---	
8,29,87,739			9,39,19,784
	13. आपात आरक्षित निधि		
28,33,47,207	पिछले तुलनपत्र के अनुसार	34,94,27,240	
6,60,80,033	जोड़े—वर्ष में किये गये निवेश	3,97,59,014	
---	घटायें—निवेशों की परिपक्वता या बिक्री पर बसूली	---	
34,94,27,240			38,91,86,254
	14. अनुकंपा आरक्षित निधि		
9,999	पिछले तुलनपत्र के अनुसार	27,768	
17,769	जोड़े—वर्ष में किये गये निवेश	(--) 1,468	
---	घटायें—निवेशों की परिपक्वता या बिक्री पर बसूली	--	
27,768			26,302
	सामान्य रोकड़ शेष		
95,95,31,370	पिछले तुलनपत्र के अनुसार निवेश	1,19,17,73,449	
50,45,98,079	जोड़े—वर्ष में किये गये निवेश	76,95,16,003	
(--) 27,23,56,000	घटायें—निवेशों की परिपक्वता या बिक्री पर बसूली	(--) 63,64,79,700	
1,19,17,73,449			1,32,48,09,752
32,90,768	ह्रास रोकड़	48,82,242	
5,98,57,702	बैंक रा के पास रोकड़	7,05,83,970	
6,31,48,470			7,54,66,212
1,25,49,21,919	कुल रोकड़ शेष		1,40,02,75,964
3,22,44,01,540	कुल जोड़		3,60,10,45,183

अ अनुबन्ध 2 में व्याख्यात्मक दिष्पणियों का पैरा 2.6 देखिये।

कॉमन सेल

कर्मचारी राज्य बीमा निगम

मेरे समक्ष लगाई गई।

हर मन्दर मिश्र

महानिदेशक

नई दिल्ली, 20 विगम्बर 1980

एम० एन० सोबती,

वित्तीय मलाहकार एवं मुख्य लेखा अधिकारी
कर्मचारी राज्य बीमा निगम

अनुसूची 1

आय व्यय लेखों पर व्यवस्थामय विवरणियाँ

1.1 पृष्ठ (ii) पर "क"

इस राशि में सम्पत्तियों के नियम खरीदे गये प्राग्निधन उपस्कर पर व्यय में निगम का योगदान शामिल है।

1967-68 से 1971-72 तथा 1973-74 से 1979-80 तक (1972-73 वर्ष की सूचना एकत्र की जा रही है) उपस्कर की खरीद पर कुल व्यय 1,50,67,801.80 रुपये हैं। इसे सुनतपत्र में परिमर्पितियों के रूप में नहीं दिखाया गया है। इस व्यय के पंजीकरण का मामला अभी निगम के विचाराधीन है।

1.2 पृष्ठ (ii) पर "ख"

व्यय में वृद्धि मुख्य रूप से अनिश्चित ध्यानि तथा सजदरी में परिशोधन के परिणाम स्वरूप द्वितयाध की औसत दैनिक दर की राशि में वृद्धि के कारण हुई है।

1.3 पृष्ठ (iii) पर "ग"

1-7-73 से पहले नियोजकों का विवेक अंशदान तथा कर्मचारियों का अंशदान "केवल नियोजकों का योगदान तथा कर्मचारियों का योगदान" उप शीर्ष के अन्तर्गत अलग-अलग दर्ज किये जाते थे। कर्मचारी राज्य बीमा अधिनियम, 1948 के अध्याय 5 के निरसन के परिणामस्वरूप अंशदान अब "नियोजक तथा कर्मचारी योगदान" उप शीर्ष के अन्तर्गत एकट्टे दिखाये जा रहे हैं। अंशदान आय में वृद्धि मुख्य रूप से अनिश्चित ध्यानि तथा सजदरी में परिशोधन के परिणामस्वरूप अंशदान की औसत दर की राशि में वृद्धि के कारण हुई है।

प्राप्त सूचना के अनुसार 31-3-1980 को 31-3-79 तक की अवधि के 28,09,78 लाख रुपये की राशि के बसूल न किये गये बकाया थे। 31-3-1980 की स्थिति के अनुसार कुल बिलानगर 32.46 लाख रुपये की अंशदानों की अदायगी की बसूल न की गई रिटैल राशि थी।

1.4 पृष्ठ (iii) पर "घ"

1-7-73 से पट्टी अवधि में प्रकाश की बसूल की सूचना है।

1.5 पृष्ठ (iii) पर "ङ"

"व्याय तथा लाभांश" के अन्तर्गत आय में कमी 1 अक्टूबर 1976 से भारतीय स्टेट बैंक की "पुनः निवेश योजना" के अन्तर्गत किये जा रहे लाभांश निवेशों के कारण है। जिसके अन्तर्गत देय होने वाला व्याज किसी निवेश की परिपक्वता पर निगम के खाने में जमा किया जायेगा।

पुनर्निवेश यात्राओं से 1979-80 वर्ष में निवेशों पर प्राप्त व्याज की 9,71,90 लाख रुपये की राशि शामिल नहीं है क्योंकि निगम का राशि निवेशों की परिपक्वता पर देय होगी।

1.6 पृष्ठ (iii) पर "च"

"अतिवृत्ति" के अन्तर्गत आय कर्मचारी राज्य बीमा अधिनियम की धारा 58(2) के उपबन्धों के अन्तर्गत राज्य सरकार में बसूल की गई उस राशि की सूचना है जो किसी राज्य में बीमाकृत व्यक्तियों को बीमार्थी अदायगियों का व्यय भार अथवा भारतीय बीमा में अधिक हो जाने पर बसूल की जाती है।

1.7 पृष्ठ (iii) पर "छ"

इसमें नियोजकों में प्रीटिंग यणियों के इस्तेमाल के लिये प्राप्त लाभांश फीस तथा निगम का देय राशि की अदायगी न करने पर नियोजकों पर लगाये गये दण्ड और अंशदान कटौत समेत पर न भेजने व कारण बताये गये जमाने भी शामिल है।

31-3-79 की स्थिति के अनुसार अंशदानों की अदायगी में देरी के कारण देय अंशदानों के मूल में 31-3-80 लाख रुपये की राशि अट्ठनी के लिये बकाया थी।

1.8 पृष्ठ (iii) पर "ज"

इसमें कृषिविद पट्टान पत्रों की लागत, अधिक अदायगियों तथा निवेश परीक्षा में नामजूर की गई राशि की बसूल, छुट्टी वेतन तथा पेशन प्रणाली की अमली, केन्द्रीय सरकार स्वास्थ्य योजना की बाबत कर्मचारियों के अंशदान तथा आय आय शामिल है।

1.9 पृष्ठ (iv) पर "झ"

इसमें बीमाकृत व्यक्तियों की शव परीक्षा के लिये दी गई फीस तथा रोजगार चोट आदि के मामलों में निर्णय लेने के लिये पुलिस रिपोर्ट तथा अन्य विवरण प्राप्त करने के लिये पुलिस प्राधिकारियों को देय प्रभारों सहित विविध व्यय शामिल है।

1.10 पृष्ठ (vi) पर "ञ"

इसमें बैंक अंतरण पर तार खर्च तथा अंशदान टिकटों की विक्री के लिये भारतीय स्टेट बैंक के सहयोगी बैंकों द्वारा कमीशन प्रभार शामिल है। व्यय में कमी प्रांशिक रूप से 1-9-1979 से निधि के तार अंतरण की दर को 7 रुपये से कम करके 3 रु० करने तथा अंशदान की नगद बसूल पर कमीशन में छूट लागू करने के कारण हुई है।

1.11 पृष्ठ (vi) पर "ट"

इसमें 6,79,286 रुपये की राशि शामिल नहीं है जो निदेशालय (चिकित्सा) दिल्ली के कर्मचारियों की पेंशन देयताओं में संबंधित है तथा 1-क (ii) चिकित्सा द्वितयाध के अन्तर्गत शामिल की गई है क्योंकि यह राशि दिल्ली प्रशासन के साथ व्यय में योगदान की जाती है।

निगम के गांवों पंचवार्षिक मूल्यांकन पर रिपोर्टों में की गई सिफारिशों के अनुसार 2 प्रतिशत अधिक धन व्यवस्था की सूचना 33.66 लाख रुपये की राशि तथा उस पर 1-4-1974 से 31-3-78 तक व्याज सहित 1978-79 वर्ष के लेखों में संधारित की गई थी। मूल्यांकन में सिफारिश की थी कि पेशन आरक्षित निधि के लिये वार्षिक धन व्यवस्था 14 प्रतिशत की वजाय कर्मचारियों की परिपक्वताओं के 12 प्रतिशत की दर पर की जानी चाहिये।

मुख्यालय की स्थापना शाखा-4 के पत्र संख्या एफ-22/11/1/78-स्थापना-4 दिनांक 10-10-1979 के अनुसार अंशदायी शक्ति निधि योजना के अन्तर्गत आने वाले 454 व्यक्तियों ने निगम की पेशन योजना के अन्तर्गत आने का विकल्प दिया। ऐसे कर्मचारियों के संबंध में सचिव पेशन देयता के लिये भी 1979-80 वर्ष के दौरान पेंशन आरक्षित निधि में धन व्यवस्था की गई है।

1.12 पृष्ठ (vi) पर "ड"

यह व्यय कर्मचारी राज्य बीमा निगम भविष्य निधि में व्यवसाय जमा की वाणिजी में संधारित अदायगियों तथा विविध आय में अंतर्गत कर्मचारी राज्य बीमा भविष्य निधि की अदायगी का सूचक है।

1.13 पृष्ठ (viii) पर "ड"

निगम की स्थायी समिति के दिनांक 1-2-74 के निर्णय के अनुसार निराश्रितों तथा कर्मचारियों के अंशदान में प्राप्त कुल राजस्व का 10 प्रतिशत भाग अस्पताल/प्रौद्योगिकी/अन्य चिकित्सा संगठन तथा कार्यालय भवन/स्टाफ क्वार्टरों के निर्माण के लिये पंजीगत निर्माण आरक्षित निधि में जमा किया जाता है।

1.14 पृष्ठ (viii) पर "ड"

यह 17 मार्च, 1973 को हुई गवर्नर बैठक में किये गये निगम के निर्णय के अनुसार अंशदान आरक्षित निधि में अंतरण की सूचना है। निगम ने निर्धारित किया है कि व्यय में अधिक आय का 20 प्रतिशत भाग (जब प्राधिकृत एक करोड़ रुपये से कम हो) निगम की अंशदान आरक्षित निधि में जमा किया जाना चाहिये।

अनुसूची 2

निगम पर व्याख्यात्मक टिप्पणियाँ

2.1 पृष्ठ (xi) पर 'ख'

इसमें सामान्य रोकड़ शेष से 23,94,10,096 रुपये की परि-
सम्पत्तियाँ शामिल हैं।

2.2 पृष्ठ (xix) पर 'ड'

इसमें ये शामिल हैं —

- 1 लेखन सामग्री के नियंत्रक, कलकत्ता की पेशगियाँ।
- 2 लोक निर्माण विभागों की पेशगियाँ।
- 3 राज्य सरकारों के मुख्यालय तथा लेखन सामग्री विभागों की पेशगियाँ।
- 4 निगम के क्षेत्रीय कार्यालयों तथा अन्य कार्यालयों की पेशगियाँ।
- 5 नगरपालिका, स्थानीय निकायों की पेशगियाँ।
- 6 कानूनी प्रभागों के लिये पेशगियाँ।
- 7 निगम की विभागीय केंद्रों की पेशगियाँ।
- 8 अन्यत्र वर्गीकृत न की गई अन्य पेशगियाँ।
- 9 विशेष पेशगियाँ।

2.3 पृष्ठ (xxi) पर 'ज'

यह 1977-78 से पहले महाराष्ट्र सरकार को राज्य में कर्मचारी
राज्य बीमा परियोजनाओं के निर्माण तथा विस्तार के लिये दिये गये
कर्जों की सूचक है।

2.4 पृष्ठ (xxi) पर 'छ'

'नकद प्रेषण' शब्द का अर्थ एक लेखा मंडल से दूसरे तथा दूसरे
से पहले में निधियों (नकद) के अन्तरण से है। निगम का राजस्व
भारतीय स्टेट बैंक तथा इसके सहयोगी बैंकों के माध्यम से टिकटों की
बिक्री/नकद वसूली करके एकत्र किया जाता है। प्राप्त अंशदान सम्बन्धित
क्षेत्रीय कार्यालय के लेखा सं० 1 (संग्रह लेखा) तथा अन्त में मुख्यालय
के लेखा सं० 1 (केन्द्रीय) में अन्तर्गत किये जाते हैं। प्रशासनिक व्यय
तथा बीमाकृत व्यक्तियों को हितलाभ की अवसंधियों के लिये निधियाँ
लेखा सं० 1 (मुख्यालय) से अन्तरण करके क्षेत्रीय कार्यालयों/स्थानीय
कार्यालयों को भेजी जाती हैं। एक कार्यालय से दूसरे कार्यालय को निधियों
के अन्तरण से सम्बन्धित इस तरह के सभी लेनदेन को 'नकद प्रेषण' कहा
जाता है।

'नकद प्रेषण' शीर्ष के अन्तर्गत 5,08,87,461 रुपये का साहस शेष
निगम के लेखा में कुल जमा राशियों के समायोजन का सूचक है जिसके
लिये बैंक से उचित सूचना न होने के कारण दूसरी ओर डेबिट नहीं
दिखाया जा सका। तथापि इस शीर्ष के अन्तर्गत राशि अप्रैल, 1980
साह से समायोजित की जा चुकी है।

2.5 पृष्ठ (xxi) पर 'ज'

'अन्य प्रेषण-विनिमय लेखा' शब्द का अर्थ निगम के एक कार्यालय से
दूसरे के बीच तथा दूसरे से पहले के बीच पुस्तक समायोजन से है।
निगम के एक कार्यालय से प्रारम्भ होने वाले तथा दूसरे निगम के कार्यालय
की पुस्तकों में समायोजित किये जाने वाले लेन देन विनिमय लेखा द्वारा
अन्तर्गत किये जाते हैं।

'अन्य प्रेषण-विनिमय लेखा' शीर्ष के अन्तर्गत 1,22,18,655 रुपये
की राशि का शेष निगम के लेखा में कुल जमा राशियों के समायोजन
का सूचक है जिसके लिये 1979-80 के लेख बन्द करने से पहले दूसरी
ओर क्रेडिट (तदनुसूची मद) नहीं दिखाया जा सका।

2.6 पृष्ठ (xxxiii) पर 'झ'

बैंकों के पास नकद धनराशि में निम्नलिखित शामिल हैं—

(i) क्षेत्रीय कार्यालय लेखा सं० 1 (संग्रह खाता) (लाख रुपये में)
में शेष 67.38

क्षेत्रीय कार्यालय के लेखा संख्या 1 (संग्रह लेखा) में उपलब्ध नकद
धनराशि 30 तथा 31 मार्च, 1980 को प्राप्त अंशदानों की सूचक है।

(ii) प्रशासनिक व्यय और दिल्ली में चिकित्सा देखरेख पर व्यय को
पूरा करने के लिये क्षेत्रीय कार्यालय/निदेशालय (चि०) दिल्ली के लेखा
संख्या 2 में शेष 218.46

क्षेत्रीय कार्यालय लेखा संख्या 2 में राशि 1-4-80 को वेतन सविनय
तथा अन्य व्यय को पूरा करने के लिये अपेक्षित थी।

(iii) स्थानीय कार्यालयों के लेखा सं० 2 में शेष 420.00

बीमाकृत व्यक्तियों को नकद हितलाभों की साप्ताहिक औसत अवसंधी
लगभग 123.00 लाख रुपये है। स्था० का० के लेखा सं० 2 में
420.00 लाख रुपये का शेष उनकी तीन सप्ताह की आवश्यकताओं को
पूरा कर सकता है।

लेखा आंकड़ों तथा निम्नलिखित रूप में शेषों के पुनरीक्षण के अनुसार आंकड़ों के बीच अन्तर का समाधान किया जा रहा है।

लेखा शीर्ष	लेखा आंकड़े	आइडेंट आंकड़े	अन्तर
1. प्रतिभूतियों की जमा जैसे डेकैटार आदि	8,97,797.00	8,97,973.00	178.00
2. विविध जमा, अवर्गीकृत आय (उत्पन्न लेखा)	17,97,342.00	17,91,072.22	6,269.78
3. कर्मचारियों का स्थानान्तरण पर यात्रा भत्ते को अग्रिम अवसंधी	1,11,854.00	1,11,514.00	340.00
4. निगम के कर्मचारियों को वाहतू खरीदने के लिये पेशगी	15,66,591.00	15,66,699.58	108.58
5. निगम के कर्मचारियों को विविध पेशगियाँ	21,98,872.00	21,99,089.00	217.00
6. निम्नलिखित की भ्रष्टाचार तथा अनुसंधान के लिये लोक निर्माण विभाग आदि की पेशगियाँ			
(क) कर्मचारियों, राज्य बीमा निगम के कार्यालय	33,76,345.00	33,98,533.00	22,188.00
(ख) अग्रपात्र/प्रौद्योगिकी भवन	3,55,60,187.00	3,57,23,332.00	1,63,145.00
7. विविध पेशगियाँ	22,05,390.00	21,80,594.00	24,796.00

विवरण क

31 मार्च, 80 की स्थिति के अनुसार 1979-80 वर्ष का पूंजीगत निर्माण आरक्षित निधि का प्राप्ति तथा अशायगी लेखा ।

रु०	रु०	रु०	रु०
आदि शेष	74,89,66,131	भ०	पूंजीगत निर्माण आरक्षित निधि में उत्पन्न परि-
वर्ष के दौरान की गई व्यवस्था	15,97,60,416	म०	सम्पत्तियाँ 30,84,84,670
निवेशों पर ब्याज	1,38,19,243	य०	निर्माण एजेंसियों को दी गई पेशगियाँ 14,14,36,660
			निधि में उपलब्ध राशि, 47,26,24,460 92,25,45,790
			अस्पताल तथा शोधालय अन्य भवन
आदि शेष		भ०	59,91,72,905 14,97,93,226
वर्ष में की गई धन व्यवस्था		भ०	12,78,08,333 3,19,52,083
निवेश पर ब्याज		य०	1,10,55,395 27,63,848

विवरण ख

निगम के कार्यालय भवनों (स्टाफ क्वार्टरों सहित) की मरम्मत तथा अनुरक्षण आरक्षित निधि का प्राप्ति तथा अशायगी लेखा

रुपये	रुपये	रुपये	रुपये
आदि शेष	56,12,696	निगम के कार्यालयों के मरम्मत तथा अनुरक्षण की बाबत राज्य सरकारों/राज्य लोक निर्माण विभागों को दी गई राशि	46,51,072
वर्ष में की गई धन व्यवस्था	9,93,727	निधि में उपलब्ध राशि	26,03,336
निवेशों पर ब्याज	1,06,735		
राज्य सरकारों/राज्य लोक निर्माण विभागों द्वारा उपयोग न की गई पेशगियों की नकद वापसी	5,41,250		
		72,54,408	72,54,408
		“क” राज्य सरकारों को दी गई पेशगियाँ	46,51,072
		घटायें—प्रयोग न की गई पेशगियों की नकद वापसी	5,41,250
		घटायें—प्रमाणित व्यय विवरण की प्राप्ति पर समायोजित राशि	7,33,477
		तुलनपत्र के अनुसार शेष	12,74,727 33,76,345

विवरण ग

अस्पताल भवनों/शोधालयों/अनैक्सियों आदि की मरम्मत तथा अनुरक्षण आरक्षित निधि की प्राप्ति तथा अशायगी लेखा

रु०	रु०	रु०	रु०
आदि शेष	9,19,81,321	अस्पतालों/शोधालयों/अनैक्सियों की मरम्मत तथा अनुरक्षण की बाबत राज्य सरकारों/राज्य लोक निर्माण विभागों को दी गई राशि	4,51,97,717 ‘क’
वर्ष में की गई धन व्यवस्था	1,38,87,848	निधि में उपलब्ध राशि	5,63,03,730
निवेशों पर ब्याज	20,47,060		
राज्य सरकारों/राज्य लोक निर्माण विभागों द्वारा उपयोग न की गई पेशगियों की नकद वापसी	15,85,218	10,15,01,447	10,15,01,447

‘क’ राज्य सरकारों की की गई पेरागिया		4,51,97,717
घटायें—प्रयोग न की गई पेरागियों की तर्क वापसी	35,85,218	
घटायें—प्रमाणित व्यय विवरण की प्राप्ति पर समायोजित राशि	60,52,312	
		96,37,530
सुलनपत्र के अनुसार शेष (पृष्ठ xix)		3,55,60,187

विवरण घ

कर्मचारी राज्य बीमा सामान्य भविष्य निधि तथा अग्रदायी भविष्य निधि का 31 मार्च, 1980 की स्थिति के अनुसार अग्रियों का सूचक विवरण

	सामान्य भविष्य निधि	अग्रदायी भविष्य निधि	जोड़
	(रु०)	(रु०)	(रु०)
1. आदिशेष	3,88,41,621	1,00,13,305	4,88,54,926
2. कर्मचारियों का अग्रदान	1,26,02,508	12,07,393	1,38,09,901
3. निगम का अग्रदान	—	39,401	39,401
4. कर्मचारी तथा निगम के शेयर पर व्याज	31,91,270	5,10,039	37,01,309
5. प्रोत्साहन बोनस	1,27,129	30,450	1,57,579
6. जोड़	5,47,62,528	1,18,00,588	6,65,63,116
(क) घटायें—वर्ष में की गई अग्रदायिगिया	98,48,190	8,13,078	1,06,61,268
(ख) घटायें—निम्नलिखित में अंतरित राशि	—	—	—
(i) पेंशन आरक्षित निधि	21,10	37,41,674	37,41,674
(ii) अदायी जमा	21,103	14,005	35,108
अन्तर्ग्रन्थ	4,48,93,235	72,31,831	5,21,25,066

विवरण-क

कर्मचारी राज्य बीमा निगम

भविष्य निधि का 1979-80 वर्ष का प्राप्ति तथा अदायगी लेखा

प्राप्तियाँ	राशि	अदायगियाँ	राशि
रु०	रु०	रु०	रु०
(1) आदि शेष		अभिवाता को 1979-80	
कर्मचारियों का		वर्ष के दौरान की गई	
अग्रदान		अदायगी	
(1) सांभ०नि०	3,88,43,337.01	(1) सांभ०नि०	98,45,255.10
(2) अ०भ०नि०	1,00,13,305.29	(2) अ०भ०नि०	8,14,438.00
(2) वर्ष के दौरान प्राप्ति		अंत शेष	
कर्मचारियों का अग्रदान,		(1) सांभ०नि०	4,49,08,960.70
(1) सांभ०नि०	1,26,43,523.50	(2) अ०भ०नि०	72,18,635.29
(—) 29,374.30			
(2) अ०भ०नि०	11,95,555.00		
(3) व्याज			
(क) निजी शेयर पर			
(1) सांभ०नि०	31,91,269.74		
(2) अ०भ०नि०	4,57,752.00		
(ख) निगम के शेयर पर			
सांभ०नि०	52,287.00		
(4) 1979-80 वर्ष का			
निगम के अग्रदान			
क. शेयर	39,401.00		
(5) प्रोत्साहन बोनस			
(1) सांभ०नि०	1,27,129.00		
(2) अ०भ०नि०	30,460.00		
(6) निम्नलिखित में अंतरित राशि			
(क) अदायी जमा			
(1) सांभ०नि०	21,669.15		
(2) अ०भ०नि०	14,005.00		
(ख) पेंशन आरक्षित निधि			
अ०भ०नि०	37,41,674.00	(—) 37,77,348.15	
कुल जोड़		6,27,87,287.09	

*आवृत्ति शीट के अनुसार अंत शेष 5,21,27,596.00 रु० है। 2,530.00 रु० के अंतर का पता लगा लिया है और उसे 1980-81 के लेखों में ठीक कर लिया जाएगा।

लेखा का अंत गोप	5,21,25,066.00
ब्राड शीट का अंत गोप	5,21,27,596.00
अन्तर	2,530.00 (ब्राड शीट में अधिक)

लेखा परीक्षा प्रमाण पत्र

मैंने कर्मचारी राज्य बीमा निगम के वर्ष 1979-80 के पूर्ववर्ती लेखाओं और 31 मार्च, 1980 तक के तुलन-पत्र की जांच कर ली है और सभी अपेक्षित सूचना और स्पष्टीकरण प्राप्त कर लिए हैं और सलगन लेखा परीक्षा प्रतिवेदन में अभ्युक्तिओं के अर्पित रहते हुए, अपनी लेखा परीक्षा के परिणामस्वरूप मैं प्रमाणित करता हूँ कि मेरी राय में और मेरी सर्वोत्तम जानकारी और मुझे दिए गए संपत्तिकरणों और निगम की बहियों में किए गए उल्लेख के अनुसार ये लेखे और तुलन-पत्र उपयुक्त रूप से तैयार किए गए हैं और निगम के कार्यकर्ताओं का सही और उचित रूप प्रस्तुत करते हैं।

नई दिल्ली
दिसम्बर 1980

हस्ता/-
विष्णु मल्लय वर्मा,
निदेशक लेखा परीक्षा
केन्द्रीय राजस्व

कर्मचारी राज्य बीमा निगम के 1979-80 वर्ष के लेखाओं की लेखा परीक्षा प्रतिवेदन

1. सामान्य

1979-80 वर्ष के दौरान 5,564 (अनन्तित) कारखानों/स्थापनाओं पर अधिनियम के उपबन्धों का विस्तार किया गया जिनमें 1.67 लाख कर्मचारी योजना के अंतर्गत आ गए। 31 मार्च 1980 की स्थिति के अनुसार अधिनियम के अंतर्गत आए कारखानों/स्थापनाओं की संख्या 64,600 (अनन्तित) थी जिनमें 59.83 लाख कर्मचारी थे।

1978-79 तथा 1979-80 वर्षों में कर्मचारी राज्य बीमा निगम की आय-व्यय का विश्लेषण नीचे दिया गया है —

	आय			व्यय	
	1978-79	1979-80		1978-79	1979-80
	(लाख रुपयों में)			(लाख रुपयों में)	
कर्मचारियों तथा नियोजकों का अंशदान	1,46,67	1,59,61	1. बीमाकृत व्यक्तियों तथा उनके परिवारों को लाभ		
अंशदान पर व्याज	9		15क. चिकित्सा लाभ		
			(1) चिकित्सा उपचार की व्यवस्था पर होने वाले खर्चों में निगम के शेयर के रूप में राज्य सरकारों आदि को अदायगी	49,90	60,23
	आय			व्यय	
	1978-79	1979-80		1978-79	1979-80
	(लाख रुपयों में)			(लाख रुपयों में)	
चिकित्सा लाभ की बाबत शुरू में निगम द्वारा किए गए व्यय में राज्य सरकारों का शेयर	110	28	(2) चिकित्सा उपचार तथा देख-रेख और प्रभूति लाभों पर निगम द्वारा प्रत्यक्ष रूप से किए गए खर्चों	2,97	3,36
व्याज तथा लाभों का	5,28	4,84	ख. बीमाकृत व्यक्तियों तथा उनके परिवारों को निगम द्वारा प्रत्यक्ष रूप से दिए गए नकद एवं अन्य हितलाभ	52,97	63,72
विविध	4,51	4,91	2. प्रशासनिक खर्चें	9,95	11,38
			3. अस्पताल एवं औपचारिक	1,42	1,87
			4. पूंजीगत निर्माण	11,68	15,98
			5. आपात आरक्षित निधि	5,15	2,65
			6. व्यय की तुलना में अधिक आय	20,61	10,60
	1,57,65	1,69,79		1,57,65	1,69,79

2. वार्षिक लेखे

(क) तुलन पत्र में उपस्कर की लागत न दिखाना —

1.51 करोड़ रुपये (अनुमानित)।

निगम ने 31-3-1980 तक विभिन्न राज्यों में 14,102 तथा 670 विस्तारों की कुल क्षमता वाले क्रमशः 67 अस्पतालों तथा 33 अनास्थियों का निर्माण किया था और उनके निर्माण की लागत को तुलन पत्र में परिस्पष्टियों के रूप में दिखाया गया था। लेकिन 1967-68 से 1971-72 तक तथा 1973-74 से 1979-80 तक (1972-73 को छोड़कर) इन अस्पतालों तथा अनास्थियों को शुरू में दिए गए उपस्कर पर 1,50, 67,801.68 रुपये का निगम तथा राज्य सरकार के बीच 7.1 के अनुपात में शेयर किया जाने वाला व्यय तुलन पत्र में परिस्पष्टि के रूप में नहीं दिखाया गया है।

निगम ने बताया (मिन्यूट, 80) कि व्यय का पूंजीकरण अभी विचाराधीन है।

निगम ने यह भी बताया कि 2,77.07 लाख रुपये के पहले आंकड़ें अनुमानित थे जबकि 1.51 करोड़ रुपये के अक्ष दिखाने वाले आंकड़े वास्तविक संशुद्धियों के आधार पर हैं।

(ख) विविध जमा :

31-3-80 की स्थिति के अनुसार "उच्च लेखा विविध जमा" के अन्तर्गत 17.97 लाख रुपये (अवर्गीकृत जमा) का ब्रेडिड गोप अममा-योजित पड़ा हुआ है। प्रपक्षार व्ययों निम्न प्रकार हैं —

वर्ष	राशि (लाख रुपयों में)
1976-77 तक	0.11
1977-78	0.20
1978-79	1.53
1979-80	16.07

31-3-1980 की स्थिति के अनुसार ब्राडशीट तथा तुलन पत्र में असंगति

जोड़	0.06
	17.97

निगम ने स्पष्ट किया कि बकाया राशियाँ मुख्य रूप से अशर्गीकृत आय के कारण हैं क्योंकि बैंक में प्राप्त क्रेडिट की पुष्टि में चालान प्राप्त नहीं हुए हैं। निगम ने बताया कि बकाया राशियों का निपटान करने तथा क्रेडिटों के अशर्गीकृत रह जाने के अवसर न आते देने का लिए कदम उठाए गए हैं।

(ग) हजानों का समुचित रूप से लेखाओं में न दिखाया जाना :

कर्मचारी राज्य बीमा अधिनियम की धारा 85(ख) (1) के अंतर्गत नियोजकों से वसूल किए गए हजाने जनवरी, 1977 से आय ध्यय लेखों में उप-शीर्ष "फोर्स, जुमनि और अवन्या" के अधीन वर्गीकृत किए गए थे। इस मद में वस्तुतः वसूल की गई राशि वर्ष 1977-78, 1978-79 और 1979-80 के लिए उपर्युक्त उप-शीर्ष के अधीन आय व्यय लेखों में दिखाई गई राशि में मेल नहीं खाती जैसा कि नीचे दिखाया गया है—

वर्ष	वसूल की गई राशि	लेखाओं में परि- लक्षित राशि	अन्तर
	रु०	रु०	रु०
1977-78	33,45,761	26,18,074	(-) 7,27,690
1978-79	32,72,959	29,93,978	(-) 2,78,981
1979-80	23,85,970	32,12,002	(-) 8,26,032

अन्तर का अभी तक मिलान नहीं किया गया है।

(घ) स्टाफ कारों की मूल्यांकन आरक्षित निधि

31-3-1980 की स्थिति के तुलन पत्र के अनुसार स्टाफ कारों की मूल्यहानि आरक्षित निधि (6.21 लाख रुपये) स्टाफ कारों के मूल्य (5.65 लाख रुपये) से अधिक हो गई। निगम ने बताया कि स्टाफ कारों के मूल्य में वृद्धि को देखते हुए आरक्षित निधि अभी भी पर्याप्त नहीं है।

3. पेशगियाँ

(1) निगम अस्पताल, औषधालय तथा अन्य भवनों के निर्माण के लिए तथा उनकी मरम्मत तथा रख-रखाव के लिए राज्य सरकारों (उनके लोक निर्माण विभागों सहित) को पेशगियाँ देता रहा है। इस प्रकार की पेशगियों में से उनके उपयोग, आपसी आदि के सबसे में 21,68.74 लाख रुपये की राशि समायोजन के लिए बकाया पड़ी है जिसका वर्णन विवरण नीचे दिया गया है

बकाया की अवधि	1 अप्रैल, 1979 को बकाया	1979-80 में समायोजित	31 मार्च, 1980 का बकाया राशि
			(लाख रुपये में)
1960-61 से			
1974-75 तक	7,42.54	1,22.36	6,20.18
1975-76	1.24.48	26.38	98.10
1976-77	2.83.73	64.01	2,19.72
1977-78	4.68.53	1,11.51	3,27.02
1978-79	6,83.21	3,32.18	3,51.03
1979-80	---	---	5,64.53
जाह			21,80.58
घटाएँ—लेखों में निपटान के लिये बकाया असंगनिया			1.85
घटाएँ—आवटन के लिये बकाया गुजरात क्षेत्र का एकमुश्त समायोजन			9.94
			21,68.79

स्पष्ट है कि पिछली अवधि की काफी राशियाँ अभी तक समायोजन/वसूली के लिए बकाया हैं। निगम ने बताया (सितम्बर 1980) कि उपर्युक्त पेशगियों में से जून, 1980 तक 1.41.48 लाख रुपये का समा-योजन हो चुका है तथा शीघ्र समायोजन करने के लिये निगम मुख्यालय तथा क्षेत्रीय कार्यालयों द्वारा राज्य सरकारों के साथ निष्ठा पट्टी की जा रही है।

(2) विशिष्ट पेशगियाँ

पुनिया और गेताओं आदि के लिए विशिष्ट पाठ्यता की दी गई पेश-गियों की राशि में से 31-3-1980 की स्थिति के अनुसार 22.05 लाख रुपये (वर्षवार ज्योरे नीचे दिए गए हैं) असमायोजित रहे —

अवधि का वर्ष	1-4-79 को बकाया	वर्ष के दौरान निपटान	31-3-1980 को असमायोजित रही राशि
			(लाख रुपये में)
1974-75 तक	8.50	0.20	8.30
1975-76	0.84	0.25	0.59
1976-77	0.32	0.01	0.28
1977-78	2.54	0.49	2.05
1978-79	3.29	2.45	0.84
1979-80			8.96
31-3-1980 की स्थिति के अनुसार साइ शीट तथा तुलन पत्र के आकड़ों से असंगनिया			0.78
			0.25
जाह			22.05

पुरानी मदों के निपटान की गति अपेक्षाकृत मन्द थी। निगम ने बताया (सितम्बर, 1980) कि इन पेशगियों के शीघ्र समायोजन के लिए प्रयास किये जा रहे हैं।

4. परिसम्पत्तियों तथा देयताओं का मूल्यांकन

कर्मचारी राज्य बीमा अधिनियम, 1948 की धारा 37 के अनु-सार निगम अपनी परिसम्पत्तियों तथा देयताओं का मुख्यालय केन्द्रीय सरकार के अनुमोदन से नियुक्त मूल्यांकक द्वारा 5 वर्षों के अंतरालों पर कराएगा। 31-3-1979 को निगम की परिसम्पत्तियों तथा देयताओं का छटा पञ्चवार्षिक मूल्यांकन अभी तक पूरा नहीं किया गया (अगस्त, 1980)। निगम ने बताया (सितम्बर, 1980) कि बीमा नियंत्रक, भारत सरकार को नवम्बर, 1979 में मूल्यांकन के रूप में नियुक्त किया गया था और मूल्यांकन कार्य शुरू किया जा चुका है तथा कार्य प्रगति पर है। निगम ने यह भी बताया कि 31 मार्च 1974 की स्थिति के अनुसार पाचवें पञ्चवार्षिक मूल्यांकन में की गई सिफारिशों के आधार पर निगम द्वारा 1977-78 तथा 1978-79 के लेखों में समायोजन किया जा चुका है।

5 अश्वानो के बकाया

31 मार्च, 1979 को अश्वानो की बसूली के बकाया 24 61 करोड़ रुपये थे जो 31 मार्च, 1980 की स्थिति के अनुसार बढ़कर 28 10 करोड़ रुपये हो गये। इनके वर्षवार ब्यौरे नीचे दिये गये हैं —

वर्ष	31 मार्च 1979 की स्थिति के अनुसार	1979-80 के दौरान बसूली	31 मार्च, 1980 की स्थिति के अनुसार बकाया राशि
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(लाख रुपये में)

1952 से 1975 के अन्त तक	14,31 69	52 50	13 79 19
1976	3,50 18	66 33	2 83 85
1977	4,81 68	6 63	4,75 05
1978			4 81 64
1979 (31 मार्च, 1979 तक)			1,90 05
जोड़			28,09 78

उपर्युक्त से स्पष्ट है कि बकायों की तुलना में पुगने मामलों में बसूली की प्रगति अपेक्षाकृत मन्द है।

जिन क्षेत्रों में बसूली के लिये बकाया राशि 100 लाख रुपये से अधिक है, वे हैं आन्ध्र प्रदेश (1,37 73 लाख रुपये), बिहार (1,44 23 लाख रुपये), दिल्ली (1,84 78 लाख रुपये), केरल तथा माह्ले, (1,29 82 लाख रुपये), मध्य प्रदेश (1,82.92 लाख रुपये), महाराष्ट्र (4,20.54 लाख रुपये), पंजाब, हरियाणा, सच राज्य क्षेत्र चंडीगढ़ तथा हिमाचल प्रदेश (2,66 35 लाख रुपये), पाणिपतरी सहित तमिलानाडु (1,84.98 लाख रुपये), उत्तर प्रदेश (2,86.74 लाख रुपये) तथा पश्चिमी बंगाल (5,98 13 लाख रुपये) 31-3-1980 की स्थिति के अनुसार 31-3-1979 की समाप्त अवधि के लिए देय अश्वानो से संबंधित 19,867 कारखानों में से 628 कारखानों पर प्रत्येक की आर 0 50 लाख से अधिक राशि बकाया थी।

निगम ने बताया (जुलाई, 1980) कि 20,24.78 लाख रुपये की बकाया राशि की बसूली के लिए कानूनी कार्यवाही की जा चुकी है। शेष 7,85 लाख रुपये की राशि के लिए स्थिति निम्न प्रकार बताई गई है —

(क) 2,63 लाख रुपये के संबंध में कानूनी कार्यवाई की गई है।

(ख) 2,83 लाख रुपये के लिए कार्यवाई विचारधीन है तथा

(ग) शेष 2,39 लाख रुपये के बकायों के लिए निम्नलिखित कारणों से कानूनी कार्यवाई नहीं की जा सकी —

(1) राशियों की बसूली पर रात लगाने हुए न्यायालय आदेश

(2) नियोजकों द्वारा राजता की व्याप्ति/अश्वानो की अदायगी के संबंध में विवाद।

(3) नियोजकों द्वारा अधिनियम के उपबंधों से छूट मांगता।

(4) योजना के अंतर्गत आए हुए कारखानों के लिए राशियों का अन्तिम रूप में निर्धारण नहीं किया गया।

निगम ने आगे बताया (दिसम्बर, 80) कि 31-3-1980 तक की अवधि के अश्वानो के बकायों की राशि 32,30 95 लाख रुपये (अन्तिम) है। इसमें अनियत कर्मचारियों की मजदूरी पर देय अश्वानो के लगभग 8,67 लाख रुपये की राशि शामिल नहीं है क्योंकि इस संबंध में नियोजकों ने उच्च न्यायालय में रिट याचिका फाइल की है।

6 अश्वानो की वेर से अदायगी के लिए वार्षिक हजाने लगाना

कर्मचारी राज्य बीमा (माधारण) विनियम, 1950 के विनियम 31-क के अनुसार यदि कोई नियोजक विनियम 26 में निर्धारित समय के अन्दर अश्वानो काई प्रस्तुत नहीं करता है तो यह माना जायेगा कि उसने अश्वानो की अदायगी समय पर नहीं की है। कर्मचारी राज्य बीमा अधिनियम, 1948 की धारा 85(ख) (1) (सशोधन अधिनियम द्वारा 1975 में लागू) द्वारा निगम को हजाने बसूल करने की शक्तियाँ प्रदान की गई हैं जो वेय अश्वानो की समय पर अदायगी न कर सकने वाले नियोजकों से बकाया राशि तक हो सकते हैं और अधिनियम की धारा 85(ख) (2) के अनुसार ये हजाने भू-राजस्व के बकाया की तरह बसूल किये जा सकते हैं। 1977-78 से 1979 80 तक की अवधि के दौरान जारी किए गए कारण बताओ नोटिस लगाए गए तथा बसूल किए गए हजानों तथा प्रत्येक वर्ष के अंत में प्रगामी बकाया राशियों की वर्ष-वार स्थिति निम्न प्रकार रही —

वर्ग	जारी किए गए कारण बताओ नोटिसों की	लगाए गए हजानों की राशि	बसूल किए गए हजानों की राशि	प्रगामी बकाया राशि
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(लाख रुपये में)

1977-78	21,809	2,32 42*	33 46	1,98.96
1978-79	30,463	3,77.44*	29 55	3,47.89
1979-80	24,608	5,57.97*	23.86	3,34.11

*इसमें विद्यमान वरों के बकाया शामिल है

द्विरी से अदायगियों के लिए वार्षिक हजाने माफ किए जाने वाले मामलों की संख्या तथा उनके कारण संबंधी सूचना निगम के पाग उपलब्ध नहीं थी।

निगम ने बताया (दिसम्बर, 1980) कि बकाया हजानों को कार्फा राशि, न्यायालयों में बकाया पड़े मामलों के कारण तथा ऐसे मामलों में बसूल नहीं की जा सकी जिनमें नियोजकों ने विस्तीय कठिनाइयों के कारण चूक की है (विशेषकर जहां हजाने 100 प्रतिशत लगाए गए हैं) ऐसे मामलों में नियोजकों के पास ऐसी कोई परिसम्पत्तियाँ नहीं होती जिन्हें प्रमाण-पत्र प्राधिकारी कुर्क कर सकें।

7. नावसूल डिफ़ी राशि:

कमचारी राज्य बीमा व्यापार तथा उन्नयन निधायिका के खिाफ (2) प्रिया जारी की थी जिन्होंने निगम को अंशदान जमा नहीं किया। 31-3-1980 की स्थिति के अनुसार 32.46 लाख रुपये की डिफ़ियों की वसूली नहीं की गई जिनके वर्ष-वार ब्यौरे नीचे दिए गए हैं:—

डिफ़ी का वर्ष	लाख रुपये
1974-75 तक	23.57
1975-76	0.83
1976-77	1.68
1977-78	1.55
1978-79	0.65
1979-80	1.17
	32.45

(2) 31-3-1980 की स्थिति के अनुसार एक लाख रुपये से अधिक की डिफ़ी की राशि के राज्य-वार आंकड़े निम्नलिखित हैं:—

राज्य	लाख रुपयों में
गुजरात	2.50
मध्य प्रदेश	8.61
बम्बई	2.91
पंजाब	1.37
राजस्थान	3.25
तमिलनाडु	2.64
उत्तर प्रदेश	5.63
पश्चिमी बंगाल	2.59

8. अचल संपत्ति (भूमि तथा भवन) के रजिस्टर: कर्मचारी राज्य बीमा निगम की लेखा परीक्षा तथा लेखा नियम पुस्तक (खण्ड-1) के पैरा 231 में निगम को यह जिम्मेवारी सौंपी गई है कि भू-खंडों तथा भवनों के लिए अलग-अलग "अचल संपत्ति के रजिस्टर" में ब्यौरेवार रिकार्ड रखा जाए। नियम पुस्तक में यह भी निर्धारित किया गया कि करारों तथा पट्टा बिलेखों का वार्षिक सत्यापन प्रत्येक वर्ष अप्रैल के शुरू में किया जाएगा तथा सत्यापन का परिणाम अचल संपत्ति रजिस्टर में दर्ज किया जाएगा और यदि कोई असंगति पाई जाए तो उसकी सूचना महानिदेशक को दी जाएगी। 1976-77 के लेखा परीक्षा के दौरान पहले भी लेखा परीक्षा द्वारा इस तथ्य की ओर ध्यान दिलाने, के बावजूद यह कार्य नहीं किया गया है। निगम ने बताया (नवम्बर 80) कि एक सम्मेलित संपत्ति रजिस्टर तैयार किया जा रहा है।

9. कारखानों/स्थापनाओं का बकाया निरीक्षण/सर्वेक्षण:

"कारखानों के निरीक्षण के अनुदेशों की पुस्तिका" में दिए गए अनु-देशों के अनुसार निश्चित रूप से योजना के अन्तर्गत आए सभी कारखानों का वर्ष में कम से कम एक बार निरीक्षण किया जाना तथा योजना के अन्तर्गत न आए कारखानों का प्रत्येक दो लगातार वर्षों में एक बार सर्वेक्षण किया जाना आवश्यक है।

(1) कलेण्डर वर्ष 1979 में निरीक्षण किए जाने वाले 62,744 कारखानों में से 31-3-1980 तक 7,742 कारखानों का निरीक्षण बकाया था तथा कुछेक कारखानों का 1972 से निरीक्षण नहीं किया गया।

(2) जिन कारखानों/स्थापनाओं के संबंध में योजना की व्याप्ति अन्तर्गत निरीक्षण निश्चित की गई है उनमें से 31-3-1980 की स्थिति के अनुसार 12,302 कारखानों/स्थापनाओं (व्यक्तिगत नीचे दिए गए हैं) की व्याप्ति की अंतिम तारीख निश्चित नहीं की गई है।

कम राज्य का नाम	व्याप्ति की अंतिम तारीख निश्चित करने के लिए बकाया मामलों की संख्या
1. आन्ध्र प्रदेश	108
2. बिहार	309
3. दिल्ली	618
4. गुजरात	879
5. कर्नाटक	189
6. केरल	24
7. मध्य प्रदेश	228
8. उड़ीसा	20
9. पंजाब व हरियाणा	1,557
10. राजस्थान	313
11. उत्तर-प्रदेश	406
12. असम	28
13. महाराष्ट्र	5,134
14. पूना	882
15. तमिलनाडु	535
16. पश्चिमी बंगाल	772
जोड़	12,302

(3) योजना के अन्तर्गत न आए ऐसे कारखानों/स्थापनाओं की संख्या 9,742 थी जिनका 31-12-1979 तक सर्वेक्षण किया जाना अपेक्षित था। इनमें से 31-12-1979 तक 5,212 कारखानों/स्थापनाओं का सर्वेक्षण नहीं किया गया। जिन राज्यों में सर्वेक्षण 50 प्रतिशत से कम रहा है, वे बिहार (29 प्रतिशत), गुजरात (19 प्रतिशत), कर्नाटक (32 प्रतिशत), मध्य-प्रदेश (13 प्रतिशत) तथा तमिलनाडु (44 प्रतिशत) हैं।

निगम ने बताया (सितम्बर, 1980) कि कारखानों/स्थापनाओं की अंतिम व्याप्ति की तारीख निश्चित न करने तथा उनका निरीक्षण/सर्वेक्षण न करने के निम्नलिखित कारण हैं:—

- (1) नियोजकों द्वारा रिकार्ड प्रस्तुत नहीं किया गया।
- (2) कारखाने बन्द हो गए तथा नियोजकों का अभाव नहीं मिला।
- (3) अधिनियम के उपबंधों में छूट के लिए नियोजकों के अभ्यावेदन।
- (4) नियोजक द्वारा न्यायालय में व्याप्ति संबंधी विवाद।

हो
नई दिल्ली,
दिनांक 1980

श्री एस० वर्मा
निदेशक लेखा परीक्षा,
केंद्रीय राजस्व

[सं० जे० 16016/1/80-एच आई]
नवीन चावला, उप-सचिव

New Delhi, the

S.O. 924 In pursuance of section 36 of the Employees' State Insurance Act, 1948 (34 of 1948), the audited accounts of the Employees'

EXPENDITURE		INCOME AND EXPENDITURE ACCOUNT	
Previous year (1978-79)	Heads of Account	Amount	Total
Rs.		Rs.	Rs.
	1. Benefits to Insured Persons & their families.		
	A. Medical Benefits.		
	(i) Payments to State Govts. & Corporation's Share of the expenses on providing medical treatment and maternity facilities etc.	60,23,42,106 A	
49,90,29,859	(ii) Medical care and maternity facilities (expenses incurred direct by the Corporation).	3,35,85,407	
2,97,00,515	Total A—Medical Benefits		63,59,27,513
52,87,30,374	B. Cash Benefits.		
	1. Sickness Benefit.	42,96,75,462 B	
33,50,40,594	2. Extended Sickness Benefit.	3,25,97,884	
3,14,41,961	3. Enhanced Sickness Benefit for Family Planning	6,51,570	
6,08,336	4. Maternity Benefit.	1,94,90,537	
1,73,89,593	5. Disablement Benefit.		
	(a) Temporary	6,93,67,776	
6,45,53,267	(b) Permanent (Capitalised Value).	6,50,83,000	
6,38,60,000	6. Dependants' Benefit (Capitalised Value)	1,76,48,000	
1,44,68,000	7. Funeral Benefit.	10,08,398	
9,70,530	Total B—Cash Benefits.		63,55,22,627
52,83,32,281	C. Other Benefits.		
	(a) Expenditure on the Rehabilitation of Disabled Insured Persons.	7,523	
28,424	(b) Medical Boards & Appeal Tribunals.	4,48,754	
3,74,438	(c) Payments to Insured Persons.		
	(i) Conveyance charges and/or loss of wages.	3,57,660	
3,42,560	(ii) Incidental charges under Family Planning.	—	
50	(d) Miscellaneous	9,18,182 I	
6,42,799	Total C—Other Benefits.		17,32,119
13,88,271	Total Benefits to Insured Persons & their families.		1,27,31,82,259
1,05,84,50,926	2. Administration Expenses.		
	A. Superintendence.		
	1. Corporation, Standing Committee, Regional Boards etc.	69,013	
54,960	2. Principal Officers.	1,98,232	
2,04,345	3. Other Officers.	61,73,200	
58,29,336	4. Ministerial Establishment.	3,36,26,149	
3,00,47,548	5. Group D Staff.	54,26,092	
50,26,425	6. Contingencies.	1,21,06,975	
1,03,09,418	Total A—Superintendence.		5,75,99,661
5,14,72,032	B—Field Work		
	1. Officers.	19,00,798	
14,64,847	2. Ministerial Establishment	3,33,56,058	
2,97,84,952	3. Group D Staff	50,71,313	
45,52,562	4. Contingencies.	39,49,877	
39,10,651	Total B—Field Work		4,42,78,046
3,97,13,012	Total Carried over.		1,37,50,59,966
1,14,96,35,970			

Note :— A. See paragraph 1.1 of the explanatory notes in Annexure-I.

B. See paragraph 1.2 of the explanatory notes in Annexure-I.

I. See paragraph 1.9 of the explanatory notes in Annexure-I.

1st May, 1981

State Insurance Corporation, together with audit report thereon, for the year 1979-80, are hereby published for general information.

FOR THE YEAR ENDED 31ST MARCH, 1980

			INCOME
Previous year (1978-79)	Heads of Account	Amount	Total
Rs.		Rs.	Rs.
	1. Contributions.		
1,45,78,73,675	Employers' and Employees' Shares	1,58,68,28,298 C	
17,57,264	Employers' Share only	15,72,055 D	
71,05,946	Employees' Share only.	77,46,520 D	
8,57,102	Interest on Contributions.	14,57,288	
1,46,75,93,987	Total Contributions.		1,59,76,04,161
1,10,49,500	State Government/Union Territories share towards medical benefits initially incurred by the Corporation.	28,21,875	
1,10,49,500			28,21,875
	Other Heads of Revenue.		
5,28,26,924	Interest & Dividends.	4,83,70,143 E	
42,33,772	Compensations.	48,42,590 F	
	Rents, Rates and Taxes.		
7,26,478	(i) Offices of the Corporation (including Staff Quarters)	7,92,757	
3,55,53,611	(ii) Hospitals, Dispensaries and Staff Quarters	3,85,18,880	
30,07,792	Fees, Fines & Forfeitures.	32,52,980 G	
15,56,277	Miscellaneous	17,00,879 H	
9,79,04,854	Total of other Heads of Revenue.		9,74,78,229
1,57,65,48,341	Total Carried over.		1,69,79,04,265

C. See paragraph 1.3 of the explanatory notes in Annexure-I.
D. See paragraph 1.4 of the explanatory notes in Annexure-I.
E. See paragraph 1.5 of the explanatory notes in Annexure-I.
F. See paragraph 1.6 of the explanatory notes in Annexure-I.
G. See paragraph 1.7 of the explanatory notes in Annexure-I.
H. See paragraph 1.8 of the explanatory notes in Annexure-I.

Previous year (1978-79)	Heads of Account	Amount	Total
Rs.		Rs.	Rs.
1,14,96,35,970	Total Brought Forward		1,37,50,59,966
	C. Other Charges.		
5,13,116	1. Legal Charges.	4,85,068	
67,752	2. Insurance Courts.	53,443	
1,05,851	3. Publicity & Advertisement Charges.	1,37,783	
8,45,465	4. Charges for maintaining Banking Accounts.	99,226 J	
2,55,430	5. Audit Fees.	2,16,298	
1,38,869	6. Leave Salary & Pension Contributions.	1,07,964	
3,54,834	7. Depreciation of Office Building/Staff Canteens.	3,70,872	
9,66,332	8. Repairs and Maintenance of Office Buildings.	9,93,727	
	9. Retirement Benefits.		
12,44,042	(a) Pension Reserve Fund for the employees of the Corporation.	53,42,509 K	
	(b) Corporation's Contribution towards Employees' State Insurance Corporation Provident Fund.	39,401 K	
2,58,737	(c) Interest paid to ESIC Provident Fund.	37,01,309	
34,24,462	(d) Incentive Bonus.	1,57,579	
24,261	10. Compassionate Reserve Fund.	35,000	
35,000	11. Provident Fund Deposit-Linked Insurance Fund.	90,000	
80,000	12. Losses.	9,000	
12	13. Miscellaneous.	39,532 L	
4,227	Total C—Other Charges.		1,18,78,713
83,18,390	Total Head 2—Administration Expenses.		11,37,56,420
9,95,03,434	3. Hospitals and Dispensaries.		
36,44,523	1. Provision for depreciation of Hospital Buildings transferred to fund.	47,88,913	
	2. Provision for Repair & Maintenance of Hospitals/Dispensaries transferred to fund.	1,38,87,848	
1,05,69,117	Total Head 3—Hospitals & Dispensaries.		1,86,76,761
1,42,13,640	4. Capital Construction/Emergency Reserve Fund.		
	1. Capital Construction.	15,97,60,416 M	
14,67,59,400	2. Emergency Reserve Fund.	2,65,03,682 N	
5,15,24,188	Total Head 4—Capital Construction/Emergency Reserve Fund		1,82,62,098
19,82,83,588	Total Expenditure on Revenue Account.		1,59,18,79,538
1,37,04,51,588	To excess of Income over Expenditure carried over to Balance Sheet.	10,60,24,727	10,60,24,727
20,60,96,753	GRAND TOTAL		1,69,79,04,265
1,57,65,48,341			

New Delhi,
Dated 31st May, 1980

J. See paragraph 1.10 of the explanatory notes in Annexure-I

K. See paragraph 1.11 of the explanatory notes in Annexure-I.

L. See paragraph 1.12 of the explanatory notes in Annexure-I.

M. See paragraph 1.13 of the explanatory notes in Annexure-I

N. See paragraph 1.14 of the explanatory notes in Annexure-I.

Previous year (1978-79)	Heads of Account	Amount	Total
Rs. 1,57,65,48,341	Total Brought Forward.	Rs.	Rs. 1,69,79,04,265

1,57,65,48,341

GRAND TOTAL

1,69,79,04,265

Sd.
(M.L. SOBTI)
Financial Advisor &
Chief Accounts Officer
Employees' State Insurance Corporation.

EMPLOYEES' STATE

Balance Sheet as at

Previous year (1978-79)	Liabilities	Amount	Total
Rs.		Rs.	Rs.
	Balance of excess of Income over Expenditure		
1,36,35,52,434	As per last Balance Sheet	1,56,96,49,187	
20,60,96,753	Addition during the year	10,60,24,727	
1,56,96,49,187			1,67,56,73,914
	RESERVE FUNDS		
	1. Capital Construction Reserve Fund		
58,65,21,536	As per last Balance Sheet	74,89,66,131	
14,67,59,400	ADD provision made during the year	15,97,60,416	
1,56,85,195	Interest received from Investments	1,38,19,243	
74,89,66,131			A92,25,45,790
	2. Permanent (Partial & Total) Disablement Benefit Reserve Fund		
17,43,15,231	As per last Balance Sheet	18,62,85,906	
6,38,60,000	Provision made during the year	6,50,83,000	
89,54,711	Interest received from Investments	70,66,776	
24,71,29,942	Total of this Head	25,84,35,682	
(—)6,08,44,036	LESS payments made during the year	(—)5,78,70,146	
18,62,85,906			20,05,65,536
	3. Dependants' Benefit Reserve Fund		
9,57,86,859	As per last Balance Sheet	10,51,06,740	
1,44,68,000	Provision made during the year	1,76,48,000	
49,20,649	Interest received from Investments	39,87,292	
(—)1,00,68,768	LESS payments made during the year	(—)1,18,59,142	
10,51,06,740			11,48,82,890
	4. Employees' State Insurance Corporation Provident B.B. Fund		
4,12,24,332	As per last Balance Sheet	4,88,54,926	
1,23,56,746	ADD amount credited during the year		
2,65,372	(i) Employees' Subscription	1,38,09,901	
34,24,462	(ii) Corporation's Contribution	39,401	
24,261	(iii) Interest on (Employee's & Corporation's shares)	37,01,309	
5,72,95,173	(iv) Incentive Bonus	1,57,579	
	Total of this Head	6,65,63,116	
(—)84,26,704	LESS payments made during the year	(—)1,06,61,268	
	LESS amount transferred to:		
(—)6,635	(i) Pension Reserve Fund	(—)37,41,674	
(—)6,908	(ii) Unclaimed Deposit	—35,108	
4,88,54,926			5,21,25,066
	5. Provident Fund Deposit-Linked Insurance Fund		
75,063	As per last Balance Sheet	1,08,482	
80,000	Provision made during the year	90,000	
3,853	Interest and Gain received from Investments	4,055	
(—)50,434	LESS payments made during the year	(—)36,614	
1,08,482			1,65,923
	6. Employees' State Insurance Corporation—Group Insurance Fund.		
—	As per last Balance Sheet	75,880	
3,15,880	Contribution received during the year	4,93,928	
—	Interest and Gain received from Investments	2,857	
—	Amount received from Life Insurance Corporation	65,000	
(—)2,40,000	LESS Premium paid to Life Insurance Corporation	(—)1,88,858	
—	Assured sums paid to beneficiaries	(—)10,000	
—	Endowment benefit paid on Retirement	(—)120	
75,880			4,38,687
2,65,90,47,252	Total Carried Over.		2,96,63,97,806

A. See Receipt and Payment Account in Statement A.

B B. See Statement 'E'.

INSURANCE CORPORATION

31st March, 1980

Previous year (1978-79)	Assets	Amount	Total
Rs.		Rs.	Rs.
	Lands and Buildings (wholly owned by the Corporation).		
	(a) Buildings for Offices of the Corporation		
2,00,22,893	As per last Balance Sheet	3,09,71,171	
1,09,48,278	Additions during the year	64,89,351	
3,09,71,171	Total (a)	3,74,60,522	
	(b) Hospitals & Dispensaries		
32,32,08,822	As per last Balance Sheet	43,05,68,012	
10,73,59,190	Additions during the year	7,98,66,232	
43,05,68,012	Total (b)	51,04,34,244	
46,15,39,183			54,78,94,766 B
	Lands and Buildings (Jointly owned by the Corporation and State Governments)—Corporation's share.		
	Hospitals and Dispensaries		
9,26,807	As per last Balance Sheet	9,26,807	
—	Additions during the year	2,58,278	
9,26,807			11,85,085
	Amount advanced for Capital expenditure		
	(a) Amount advanced from General Cash Balance		
4,54,36,075	As per last Balance Sheet	4,03,95,046	
54,469	ADD payments made during the year	—	
(—)50,95,498	LESS adjustments and recoveries	(—)41,51,368	
4,03,95,046	Total (a)	3,62,43,678	
	(b) Amount advanced from Capital Construction Reserve Fund		
19,18,99,835	As per last Balance Sheet	15,87,69,716	
8,05,49,148	ADD payments made during the year	6,63,80,460	
(—)11,36,79,267	LESS adjustments and recoveries	(—)8,37,13,516	
15,87,69,716	Total (b)	14,14,36,660	
19,91,64,762			17,76,80,338
	Staff Cars		
5,65,196	As per last Balance Sheet	5,65,196	
—	Additions during the year	—	
5,65,196			5,65,196
	Permanent Advance to the Heads of Officers of the Corporation.		
78,766	As per last Balance Sheet	86,911	
8,385	ADD payments made during the year	5,120	
(—)240	LESS recoveries made during the year	(—)1,000	
86,911			91,031
	Advance of Pay on transfer to the Employees of the Corporation.		
20,358	As per last Balance Sheet	28,547	
1,16,471	ADD payments made during the year	1,51,396	
(—)1,08,282	LESS recoveries made during the year	(—)1,05,930	
28,547			74,013
	Advance of T.A. on transfer to the Employees of the Corporation.		
79,236	As per last Balance Sheet	95,064	
1,78,346	ADD payments made during the year	1,54,562	
(—)1,62,518	LESS recoveries made during the year	(—)1,37,772	
95,064			1,11,854
66,24,06,470	Total Carried Over.		72,76,02,283

B. See paragraph 2.1 of the explanatory notes in Annexure II

Previous Year (1978-79)	Liabilities	Amount	Total
Rs.		Rs.	Rs.
2,65,90,47,252	Total Brought Forward		2,96,63,97,806
	7. Depreciation Reserve Fund of buildings for the Offices of the Corporation (including Staff Quarters).		
30,73,809	As per last Balance Sheet	35,64,911	
3,33,218	Provision made during the year	3,42,670	
1,57,884	Interest and Gain received from Investments	1,35,309	
35,64,911			40,42,890
	8. Depreciation Reserve Fund of Hospital Buildings		
3,44,63,168	As per last Balance Sheet	3,98,78,158	
36,44,523	Provision made during the year	47,88,913	
17,70,467	Interest received from Investments	15,12,736	
3,98,78,158			4,61,79,807
	9. Depreciation Reserve Fund of Staff Cars		
5,95,318	As per last Balance Sheet	6,12,202	
21,616	Provision made during the year	28,202	
28,848	Interest received from Investments	23,136	
(—)33,580	LESS payments made during the year	(—)41,826	
6,12,202			6,21,714
	10. Repairs and Maintenance Reserve Fund of buildings for the Offices of the Corporation (including Staff Quarters)		
49,41,497	As per last Balance Sheet	56,12,696	
9,66,332	Provision made during the year	9,93,727	
1,43,929	Interest received from Investments	1,06,735	
(—)4,39,062	LESS amount adjusted on receipt of certified statements of expenditure	(—)7,33,477	
56,12,696			59,79,681 C
	11. Repairs and Maintenance Reserve Fund of Hospital Buildings.		
7,13,44,246	As per last Balance Sheet	8,19,81,321	
1,05,69,117	Provision made during the year	1,38,87,848	
24,76,467	Interest received from Investments	20,47,060	
(—)24,08,509	LESS amount adjusted on receipt of certified statements of expenditure	(—)60,52,312	
8,19,81,321			9,18,63,917 D
	12. Pension Reserve Fund for the Employees of the Corporation		
7,85,80,959	As per last Balance Sheet	8,29,87,739	
51,71,765	Provision made during the year	60,22,295	
40,36,770	Interest received from Investments	31,48,153	
(—)33,66,688	Adjustment as per 5th Quinquennial Report on Valuation	—	
(—)14,41,702	LESS payments made during the year	(—)19,80,077	
6,635	ADD amount transferred from ESIC Provident Fund	37,41,674	
8,29,87,739			9,39,19,784
	13. Emergency Reserve Fund		
28,33,47,207	As per last Balance Sheet	34,94,27,240	
5,15,24,188	Provision made during the year	2,65,03,682	
1,45,55,845	Interest realised on Investments	1,32,55,332	
34,94,27,240			38,19,86,254
3,22,31,11,519	Total Carried Over		3,59,81,91,853

C. See Receipt and payment Account in Statement B.

D. See Receipt and payment Account in Statement C.

Previous year (1978-79)	Assets	Amount	Total
Rs.		Rs.	Rs.
66,24,06,470	Total Brought Forward		72,76,02,283
	Advance for the purchase of Conveyance to the Employees of the Corporation		
10,40,844	As per last Balance Sheet	13,54,727	
9,86,490	ADD payments made during the year	9,78,021	
(—)6,72,607	LESS recoveries made during the year	(—)7,66,157	
13,54,727			15,66,591
	Miscellaneous Advances to the Employees of the Corporation (Festival Advances, Flood Advances and Fan Advances)		
6,69,672	As per last Balance Sheet	28,98,729	
32,94,188	ADD payments made during the year	18,73,966	
(—)10,65,131	LESS recoveries made during the year	(—)25,73,823	
28,98,729			21,98,872
	House Building Advance		
83,81,477	As per last Balance Sheet	99,57,060	
27,57,935	ADD payment made during the year	26,39,100	
(—)11,82,352	LESS recoveries made during the year	(—)16,45,252	
99,57,060			1,09,50,908
	Advance payments on behalf of State Governments		
1,463	As per last Balance Sheet	1,327	
2,358	ADD payments made during the year	1,860	
(—)2,494	LESS recoveries made during the year	(—)948	
1,327			2,239
	Amount advanced to State Govt./State P.W.D. etc. towards Repairs and Maintenance of Hospitals/Dispensaries/Offices of the Corporation and Staff Quarters		
	(a) Offices of the Corporation		
21,37,929	As per last Balance Sheet	28,00,546	
10,48,311	ADD payments made during the year	11,17,049	
(—)3,85,694	LESS cash refunds	(—)5,41,250	
28,00,546			33,76,345
	(b) Hospitals/Dispensaries/Annexes.		
2,31,36,821	As per last Balance Sheet	2,80,17,996	
64,54,893	ADD payments made during the year	1,11,27,409	
(—)15,73,718	LESS cash refunds.	(—)35,85,218	
2,80,17,996			3,55,60,187
	Miscellaneous Advances. E		
20,82,545	As per last Balance Sheet	15,49,008	
15,04,776	ADD payments made during the year	30,43,537	
(—)20,38,313	LESS receipts during the year	(—)23,87,155	
15,49,008			22,05,390
	Loans to State Governments F		
2,73,23,100	As per last Balance Sheet	2,48,05,967	
—	ADD payments made during the year	—	
(—)25,17,133	LESS amount refunded by State Governments	(—)25,17,133	
2,48,05,967			2,22,88,834
	Remittance		
	Cash Remittances G		
6,00,419	As per last Balance Sheet	(—)22,45,890	
2,97,53,81,683	ADD debits during the year	3,40,35,52,264	
(—) 2,97,82,27,992	LESS credits during the year	(—)3,45,21,93,838	
(—)22,45,890			(—)5,08,87,464
	Other Remittances		
	Exchange Account H		
36,745	As per last Balance Sheet	(—)60,401	
8,92,65,278	ADD debits during the year	14,96,99,900	
(—)8,93,62,424	LESS credits during the year	(—)13,74,20,844	
(—)60,401			1,22,18,655
73,14,85,539	Total Carried Over		76,70,82,840

E. See paragraph 2.2 of the explanatory notes in Annexure-II.

F. See paragraph 2.3 of the explanatory notes in Annexure-II.

G. See paragraph 2.4 of the explanatory notes in Annexure-II.

H. See paragraph 2.5 of the explanatory notes in Annexure-II.

Previous year (1978-79)	Liabilities	Amount	Total
Rs.		Rs.	Rs.
3,22,31,11,519	Total Brought Forward.		3,59,81,91,853
	14. Compassionate Reserve Fund for the Employees of the Corporation.		
10,000	As per last Balance Sheet.	27,768	
35,000	Provision made during the year.	35,000	
521	Interest received from Investments.	1,013	
(—)17,753	LESS payments made during the year.	(—)37,479	
27,768			26,302
	Deposits.		
	Deposits of Securities.		
3,85,964	As per last Balance Sheet.	5,94,014	
5,33,608	ADD deposits during the year.	6,90,720	
(—)3,25,558	LESS deposits made during the year	(—)3,86,937	
5,94,014			8,97,797
	Deduction from bills payable to other parties.		
31,755	As per last Balance Sheet.	57,378	
14,08,355	ADD amount credited during the year.	15,98,313	
(—)13,82,732	LESS payments made during the year.	(—)15,74,917	
57,378	Unclaimed Deposits in the ESIC Provident Fund.		80,774
50,706	As per last Balance Sheet.	25,253	
6,908	ADD amount credited during the year.	35,108	
(—)32,361	LESS payments made during the year.	(—)9,246	
25,253			51,115
	Deposits from I.L.O. for Family Planning Project.		
—	As per last Balance Sheet.	—	
7,00,000	ADD deposits during the year.	4,25,000	
(—)7,00,000	LESS payments to the Family Planning Project.	(—)4,25,000	
	Miscellaneous Deposits.		
28,12,557	As per last Balance Sheet.	5,85,608	
29,95,780	ADD deposits received during the year.	30,92,265	
(—)52,22,729	LESS deposits repaid during the year.	(—)18,80,531	
5,85,608			17,97,342
3,22,44,01,540	Total Carried Over.		3,60,10,45,183
	*This constitutes net effect of the totals in respect of the following Heads :		
	(i) Unclassified Receipts (Suspense Account) (ii) Unclassified Payments (Suspense Account) (iii) D.A. Deposits (iv) Miscellaneous.		

Previous year (1978-79)	Assets	Amount	Total
Rs.		Rs.	Rs.
73,14,85,539	Total Brought Forward.		76,70,82,847
	INVESTMENT AT COST		
	1. Capital Construction Reserve Fund.		
30,53,29,804	As per last Balance Sheet.	36,42,88,655	
5,89,58,851	ADD Investments made during the year.	10,83,35,805	
—	Deduct—realisation on maturity or sale of Investments.	—	
36,42,88,655			47,26,24,460
	2. Permanent (Partial and Total) Disablement Reserve Fund.		
17,43,15,230	As per last Balance Sheet.	18,62,85,906	
1,19,70,676	ADD Investments made during the year.	1,42,79,630	
—	LESS realisation on maturity or sale of Investments.	—	
18,62,85,906			22,05,65,536
	3. Dependants' Benefit Reserve Fund.		
9,57,86,859	As per last Balance Sheet.	10,51,06,740	
93,19,881	ADD Investments made during the year.	97,76,150	
—	LESS realisation on maturity or sale of Investments.	—	
10,51,06,740			11,48,82,890
	Advance for the purchase of Conveyance to the Employees of the Corporation.		
10,40,844	As per last Balance Sheet.	13,54,727	
9,86,490	ADD payments made during the year.	9,78,021	
(—)6,72,607	LESS recoveries made during the year.	(—)7,66,157	
13,54,727			15,66,591
	Miscellaneous Advances to the Employees of the Corporation (Festival Advances, Flood Advances and Fan Advances).		
6,69,672	As per last Balance Sheet.	28,98,729	
32,94,188	ADD payments made during the year.	18,73,966	
(—)10,65,131	LESS recoveries made during the year.	(—)25,73,823	
28,98,729			21,98,872
	House Building Advance.		
83,81,477	As per last Balance Sheet.	99,57,060	
27,57,935	ADD payment made during the year.	26,39,100	
(—) 11,82,352	LESS recoveries made during the year.	(—)16,45,252	
99,57,060			1,09,50,908
	Advance payments on behalf of State Governments.		
1,463	As per last Balance Sheet.	1,327	
2,358	ADD payments made during the year.	1,860	
(—)2,494	LESS recoveries made during the year.	(—)948	
1,327			2,239
67,66,18,313	Total Carried Over.		74,23,20,893

Previous year (1978-79)	Liabilities	Amount	Total
Rs		Rs.	Rs
2,70,31,02,523	Total Brought Forward		3,01,72,42,217
	10 Repairs and maintenance Reserve Fund of buildings for the Offices of the Corporation (including Staff Quarters.)		
49,41,497	As per last Balance Sheet.	56,12,696	
9,66,332	Provision made during the year.	9,93,727	
1,43,929	Interest received from Investments.	1,06,735	
(—)4,39,062	LESS amount adjusted on receipt of certified statements of expenditure.	(—)7,33,477	
56,12,696			59,79,681 C
	11 Repairs and Maintenance Reserve Fund of Hospital buildings.		
7,13,44,246	As per last Balance Sheet.	8,19,81,321	
1,05,69,117	Provision made during the year.	1,38,87,848	
24,76,467	Interest received from Investments.	20,47,060	
(—)24,08,509	LESS amount adjusted on receipt of certified statements of expenditure	(—)60,52,312	
8,19,81,321			9,18,63,917 D
	12 Pension Reserve Fund for the Employees of the Corporation.		
7,85,80,959	As per last Balance Sheet	8,29,87,739	
51,71,765	Provision made during the year.	60,22,295	
40,36,770	Interest received from Investments.	31,48,153	
(—)33,66,688	Adjustment as per 5th Quinquennial Report on Valuation.	—	
(—)14,41,702	LESS payments made during the year.	(—) 19,80,077	
6,635	ADD amount transferred from ESIC Provident Fund.	37,41,674	
8,29,87,739			9,39,19,784
	13. Emergency Reserve Fund		
28,33,47,207	As per last Balance Sheet	34,94,27,240	
5,15,24,188	Provision made during the year.	2,65,03,682	
1,45,55,845	Interest realised on Investments.	1,32,55,332	
34,94,27,240			38,91,86,254
	14 Compassionate Reserve Fund for the Employees of the Corporation.		
10,000	As per last Balance Sheet.	27,768	
35,000	Provision made during the year.	35,000	
521	Interest received from Investments.	1,013	
(—)17,753	LESS payments made during the year.	(—)37,479	
27,768			26,302
	Deposits		
	Deposits of Securities.		
3,85,964	As per last Balance Sheet.	5,94,014	
5,33,608	ADD deposits during the year.	6,90,720	
(—)3,25,558	LESS deposits made during the year.	(—)3,86,937	
5,94,014			8,97,797
	Deduction from bills payable to other parties.		
31,755	As per last Balance Sheet.	57,378	
14,08,355	ADD amount credited during the year.	15,98,313	
(—)13,82,732	LESS payments made during the year.	(—)15,74,917	
57,378	Unclaimed Deposits in the ESIC Provident Fund.		80,774
50,706	As per last Balance Sheet.	25,253	
6,908	ADD amount credited during the year.	35,108	
(—)32,361	LESS payments made during the year.	(—)9,246	
25,253			51,115
3,22,38,15,932	Total Carried Over.		3,59,92,47,841

C. See Receipt and Payment Account in statement-B.

D. See Receipt and Payment Account in Statement-C.

Previous year (1978-79)	Assets	Amount	Total
Rs.		Rs.	Rs.
67,66,18,313	Total Brought Forward.		74,23,20,893
	Amount advanced to State Govt./State P.W.D. etc. towards Repairs and Maintenance of Hospitals/Dispensaries/Offices of the Corporation and Staff Quarters.		
	(a) Offices of the Corporation.		
21,37,929	As per last Balance Sheet.	28,00,546	
10,48,311	ADD payments made during the year.	11,17,049	
(—)3,85,694	LESS cash refunds.	(—)5,41,250	
28,00,546			33,76,345
	(b) Hospitals/Dispensaries/Annexes.		
2 31,36,821	As per last Balance Sheet.	2,80,17,996	
64,54,893	ADD payments made during the year.	1,11,27,409	
(—)15,73,718	LESS cash refunds.	(—)35,85,218	
2,80,17,996			3,55,60,187
	Miscellaneous Advances. E.		
20,82,545	As per last Balance Sheet.	15,49,008	
15,04,776	ADD payments made during the year.	30,43,537	
(—)20,38,313	LESS receipts during the year.	(—)23,87,155	
15,49,008			22,05,390
	Loans to State Governments. F.		
2,73,23,100	As per last Balance Sheet.	2,48,05,967	
—	ADD payments made during the year.	—	
(—)25,17,133	LESS amount refunded by State Governments.	(—)25,17,133	
2,48,05,967			2,27,88,834
	Remittances.		
	Cash Remittances. G		
6,00,419	As per last Balance Sheet.	(—)22,45,890	
2,97,53,81,683	ADD debits during the year.	3,40,35,52,264	
(—)2,97,82,27,992	LESS credits during the year.	(—)3,45,21,93,838	
(—)22,45,890			(—)5,08,87,464
	Other Remittances.		
	Exchange Account. H		
36,745	As per last Balance Sheet.	(—)60,401	
8,92,65,278	ADD debits during the year.	14,96,99,900	
(—)8,93,62,424	LESS credits during the year.	(—)13,74,20,844	
(—)60,401			1,22,18,655
	INVESTMENTS AT COST		
	1. Capital Construction Reserve Fund.		
30,53,29,804	As per last Balance Sheet.	36,42,88,655	
5,89,58,851	ADD Investments made during the year.	10,83,35,805	
—	Deduct—realisation on maturity or sale of Investments.	—	
36,42,88,655			47,26,24,460
	2. Permanent (Partial and Total) Disablement Reserve Fund.		
17,43,15,230	As per last Balance Sheet.	18,62,85,906	
1,19,70,676	ADD Investments made during the year.	1,42,79,630	
—	LESS realisation on maturity or sale of Investments.	—	
18,62,85,906			20,05,65,536
	3. Dependants' Benefit Reserve Fund.		
9,57,86,859	As per last Balance Sheet.	10,51,06,740	
93,19,881	ADD Investments made during the year.	97,76,150	
—	LESS realisation on maturity or sale of Investments.	—	
10,51,06,740			11,48,82,890
1,38,71,66,840	Total Carried Over.		1,55,51,55,726

E. See paragraph 2.2 of the explanatory notes in Annexure-II.

F. See paragraph 2.3 of the explanatory notes in Annexure-II.

G. See paragraph 2.4 of the explanatory notes in Annexure-II.

H. See paragraph 2.5 of the explanatory notes in Annexure-II.

Previous year (1978-79)	Liabilities	Amount	Total
Rs.		Rs.	Rs.
3,22,38,15,932	Total Brought Forward.		3,59,92,47,841
—	Deposits from I.L.O. for Family Planning Project, As per last Balance Sheet.	—	
7,00,000	ADD deposits during the year.	4,25,000	
(—)7,00,000	LESS payments to the Family Planning Project.	(—)4,25,000	
	Miscellaneous Deposits.*		
28,12,557	As per last Balance Sheet.	5,85,608	
29,95,780	ADD deposits received during the year.	30,92,265	
(—)52,22,729	LESS deposits repaid during the year.	(—)18,80,531	
5,85,608			17,97,342

3,22,44,01,540

Total Carried Over.

3,60,10,45,183

*This constitutes net effect of the totals in respect of the following Heads :

(i) Unclassified Receipts (Suspense Account) (ii) Unclassified Payments (Suspense Account) (iii) D.A. Deposits (iv) Miscellaneous.

Previous year (1978-79)	Assets	Amount	Total
Rs.		Rs.	Rs.
1,38,71,66,840	Total Brought Forward.		1,55,51,55,726
4,12,24,332	4. Employees' State Insurance Corporation Provident Fund. As per last Balance Sheet.	4,88,54,926	
76,30,594	ADD investments made during the year.	32,70,140	
—	LESS realisation on maturity or sale of investments.	—	
4,88,54,926			5,21,25,066
75,063	5. Provident Fund Deposit-Linked Insurance Reserve Fund. As per last Balance Sheet.	1,08,482	
33,419	ADD investments made during the year.	57,441	
—	Deduct realisation on maturity or sale of investments.	—	
1,08,482			1,65,923
—	6. Group Insurance Fund. As per last Balance Sheet.	75,880	
75,880	ADD investments made during the year.	3,62,807	
—	LESS realisation on maturity or sale of investments.	—	
75,880			4,38,687
30,73,808	7. Depreciation Reserve Fund of buildings for the Officers of the Corporation (including Staff Quarters). As per last Balance Sheet.	35,64,911	
4,91,103	ADD investments made during the year.	4,77,979	
—	LESS realisation on maturity or sale of investments.	—	
35,64,911			40,42,890
7,44,63,168	8. Depreciation Reserve Fund of Hospital Buildings. As per last Balance Sheet.	3,98,78,158	
54,14,990	ADD investments made during the year.	63,01,649	
—	LESS realisation on maturity or sale of investments.	—	
3,98,78,158			4,61,79,807
5,61,738	9. Depreciation Reserve Fund of Staff Cars. As per last Balance Sheet.	6,12,202	
50,464	ADD investments made during the year.	9,512	
—	LESS realisation on maturity or sale of investments.	—	
6,12,202			6,21,714
28,03,568	10. Repairs and Maintenance Reserve Fund of buildings for the offices of the Corporation (including Staff Quarters). As per last Balance Sheet.	28,12,150	
8,582	ADD investments made during the year.	—	
—	LESS realisation on maturity or sale of investments.	(—)2,08,814	
28,12,150			26,03,336
4,82,07,426	11. Repairs and Maintenance Reserve Fund of Hospital Buildings. As per last Balance Sheet.	5,39,63,325	
57,55,899	ADD investments made during the year.	23,40,405	
—	LESS realisation on maturity or sale of investments.	—	
5,39,63,325			5,63,03,730
7,85,80,959	12. Pension Reserve Fund for the Employees of the Corporation. As per last Balance Sheet.	8,29,87,739	
44,06,780	ADD investments made during the year.	1,09,32,045	
—	LESS realisation on maturity or sale of investments.	—	
8,29,87,739			9,39,19,784
28,33,47,207	13. Emergency Reserve Fund. As per last Balance Sheet.	34,94,27,240	
6,60,80,033	ADD investments made during the year.	3,97,59,014	
—	Deduct -- Realisation on maturity or sale of investments.	—	
34,94,27,240			38,91,86,254
1,96,94,51,853	Total Carried Over.		2,20,07,42,917

Previous year (1978-79)	Liabilities	Amount	Total
Rs.		Rs.	Rs.
3,22,44,01,540	Total Brought Forward.		3,60,10,45,183

3,22,44,01,540

GRAND TOTAL

3,60,10,45,183

NEW DELHI,

Dated 31st May, 1980.

Previous year (1978-79)	Assts	Amount	Total
Rs.		Rs.	Rs.
1,96,94,51,853	Total Brought Forward		2,20,07,42,917
	14. Compassionate Reserve Fund.		
9,999	As per last Balance Sheet.	27,768	
17,769	ADD investments made during the year.	(—)1,466	
—	LESS realisation on maturity or sale of investments.	—	
27,768			26,302
	General Cash Balance.		
95,95,31,370	Investment as per last Balance Sheet.	1,19,17,73,449	
50,45,98,079	ADD investments made during the year.	76,95,16,003	
(—)27,23,56,000	LESS realisation on maturity or sale of investments.	(—)63,64,79,700	
1,19,17,73,449			1,32,48,09,752
32,90,768	Cash in hand.	48,82,242	
5,98,57,702	Cash in Bankers. 'I'	7,05,83,970	
6,31,48,470			7,54,66,212
1,25,49,21,019	Total Cash Balance.		1,40,02,75,964
3,22,44,01,540	GRAND TOTAL		3,60,10,45,183

COMMON SEAL

EMPLOYEES' STATE INSURANCE CORPORATION

SEALED IN MY PRESENCE

By

Sd/

(HAR MANDER SINGH)

DIRECTOR GENERAL

Sd/

(M. L. Sobti)

Financial Adviser &

Chief Accounts Officer,

Employees' Insurance Corporation

I. See Paragraph 2.6 of the explanatory notes in Annexure-II.

NEW DELHI : DATED THE 20th DECEMBER, 1980.

ANNEXURE-I

Explanatory notes on Income and Expenditure Accounts

- 1.1 **"A" on page II**
The amount includes Corporation's share of expenditure on the initial equipments purchased for the hospitals.
The total expenditure on the purchase of equipment from 1967-68 to 1971-72 and from 1973-74 to 1979-80 (information for the year 1972-73 is being collected) is Rs. 1,50,67,801.80. The same had not been exhibited in the Balance Sheet as assets. Capitalisation of this expenditure is still under consideration of the Corporation.
- 1.2 **"B" on page II**
The increase in expenditure is mainly on account of additional coverage and increase in the amount of average daily rate of benefit consequent on revision of wages.
- 1.3 **"C" on page III**
Prior to 1-7-73, the Employers' Special Contribution and Employees' Contribution were booked separately under the sub-head "Employers' share and Employees' share only." Consequent on the repeal of Chapter V-A of the Employees' State Insurance Act, 1948, the combined contributions are now being shown under the sub-head "Employers' & Employees' share". The increase in contribution income is mainly on account of additional coverage and increase in the amount of average rate of contribution consequent on revision of wages.
As per information available, there were arrears of unrealised contribution amounting to Rs. 28,09.78 lakhs for the period upto 31-3-79 as on 31-3-1980. There were also unrealised decretal amounts towards payment of contributions aggregating Rs. 32.46 lakhs as on 31-3-1980.
- 1.4 **"D" on page III**
Represents recoveries of arrears for the period prior to 1-7-73.
- 1.5 **"E" on page III**
The decrease in receipts under 'Interest and Dividends' is due to investments being made since 1st October, 1976 in time deposits under 'Re-investment Plan' of the State Bank of India under which interest falling will be credited to the Corporation's account on maturity of an investment.
Excludes the amount of Rs. 9,71.90 lakhs as interest accrued during the year 1979-80 on investments in re-investment plans as the amount will be payable to Corporation on maturity of the investments.
- 1.6 **"F" on page III**
The receipts under 'Compensations' represent the amount recovered from the State Government under the provision of Section 58(2) of the Employees' State Insurance Act, in case where the incidence of sickness payments to insured persons in any State is found to exceed the All India average.
- 1.7 **"G" on page III**
This includes receipts on account of licence fee from the employers for use of franking machines by them and also damages levied on the employers for failure to pay dues of the Corporation and non-submission of contribution cards in time.
An amount of Rs. 347.89 lakhs was outstanding for recovery as on 31-3-1979 towards 'damages' payable on account of delay in payment of contributions.
- 1.8 **"H" on page III**
This includes receipts on account of cost of duplicate identity cards, recoveries of over payments and disallowances in audit, recoveries of leave salary and pension contributions, employees' contribution towards Central Government Health Scheme and other receipts.
- 1.9 **"I" on page IV**
This includes miscellaneous expenses including fee paid for postmortem examination of insured persons and charges payable to police authorities for obtaining police reports and other statements for deciding cases of employment injuries etc.
- 1.10 **"J" on page VI**
This includes telegraphic charges on bank transfers and commission charges by the Associate Banks of the State Bank of India for the sale of contribution stamps. The decrease in expenditure is partly due to reduction in the rate of telegraphic transfer of fund from Rs. 7 to Rs. 3 per telegraphic transfer w. e. f. 1-9-1979 and waiver of commission on realisation of contributions in cash.
- 1.11 **"K" on page VI**
This excludes Rs. 6,79,786 pertaining to pensionary liability of the employees of Directorate (Medical) Delhi, which is included under 1-A(ii) Medical Benefits being sharable expenditure with the Delhi Administration.
An amount of Rs. 33.66 lakhs representing excess provision of 2% together with interest accrued thereon w.e.f. 1-4-1974 to 31-3-1978, was adjusted in the accounts for the year 1978-79 as per recommendation in the report on the 5th quinquennial valuation of the Corporation. The valuer recommended that the annual provision for Pension Reserve Fund should be made 12% of the emoluments of the employees instead of 14%.

454 persons of the Contributory Provident Fund optees exercised their option for coming over to the Pension Scheme of the Corporation in terms of Headquarters Office Estt. Branch-IV letter No. F. 22/11/1/78-E. IV dated 10-10-1979. The accumulated pensionary liability in respect of such employees has also been provided for in the Pension Reserve Fund during the year 1979-80.

1.12 "L" on page vi

This expenditure represents payments on account of refunds of lapsed deposits and payments of ESIC Provident Fund transferred to Miscellaneous receipts.

1.13 "M" on page viii

As per decision dated 1-2-1974 of the Standing Committee of the Corporation, 10% of the total revenue derived from Employers' and employees contribution is credited to the Capital Construction Reserve Fund for construction of Hospitals/Dispensaries/ other medical institutions and office buildings/Staff Quarters.

1.14 "N" on page viii

This represents transfers to Emergency Reserve Fund as per decision of the Corporation in its meeting held on 17th March 1973. The Corporation has laid down that 20% of the excess of income over expenditure (whole of the amount when excess is less than rupees one crore) should be credited to the Emergency Reserve Fund.

ANNEXUR -II

Explanatory notes on Balance Sheet

2.1 "B" on page xi

Includes assets worth Rs. 23,94,10,096 created out of General Cash Balance.

2.2 "E" on page xix

Include (i) Advances to Controller of Stationery, Calcutta.
(ii) Advances to Public Works Departments.
(iii) Advances to Printing & Stationery Departments of the State Governments.
(iv) Advances to Regional Offices and other Offices of the Corporation.
(v) Advances to Municipal Committees, Local Bodies etc.
(vi) Advances for legal charges.
(vii) Advances to Corporation's Departmental Canteens.
(viii) Other advances which are not classified elsewhere.
(ix) Special Advances.

2.3 "I" on page xxi

Represents loans granted to the Government of Maharashtra prior to 1977-78 for construction and expansion of Employees' State Insurance Projects in the State.

2.4 "G" on page xxi

The term 'Cash Remittances' denotes transfer of funds (cash) from one Account circle to another and vice versa. The revenue of the Corporation is collected by sale of stamps/cash realisation through the State Bank of India and its Associate Bank. The contributions received are transferred to the accounts of the respective Regional Office Account No. I (Collection Account) and finally transferred to Account No. I (Central) of the Headquarters' Office. Funds for administrative expenditure and benefit payments to insured persons are provided to Regional Office/Local Office from Central Account No. I (Headquarters Office) by making transfers. All such transactions in transferring funds from one office to another are known as 'Cash Remittances'.

The minus balance of Rs. 5,08,37,464 under the head 'Cash Remittances' represents adjustments of certain credits in the accounts of the Corporation for which per contra debits could not be afforded for want of debt advices from the Bank. However, the amount under this head has since been adjusted in the month of April, 1980.

2.5 "H" on page xxi

The term 'Other Remittances—Exchange Account' denotes book adjustments between one office of the Corporation and the other and vice versa. Transactions originating in one office of the Corporation adjustable in the books of another office of the Corporation are transferred through Exchange Account.

The balance of Rs. 1,22,18,655 under the head 'Other Remittances—Exchange Account' represents adjustment of certain debits in the accounts of the Corporation for which per contra credits (Responding items) could not be effected before the close of the accounts for 1979-80.

2.6 "I" on page xxxiii

Cash with bankers comprises the following .

(Rupees in lakhs)

- (i) Balance in Regional Office Account No I (Collection Account) 67.38
Cash available in Account No I of the Regional Office (Collection Account) represents contributions received on 30th & 31st March, 1980
- (ii) Balance in Regional Office/Directorate (Medical) Delhi Account No II for meeting Administration expenses & expenditure on medical care in Delhi. 218.46
The amount in Regional Office Account No II was required for disbursing salary on 1-4-80 and to meet other expenditure.
- (iii) Balance in Account No. II of the Local Offices 420.00
Weekly average payment of cash benefits to insured persons is approximately Rs 123.00 lakhs. The balance of Rs. 420.00 lakhs in Account No II of Local Office could meet their requirements for about 3 weeks

2.7 The difference between the Accounts-figure and the figures as per Review of Balance as under, are being reconciled

Head of Accounts	Accounts figures	Broad Sheet figures	Difference
1. Deposits of Securities e.g. Contractors etc	8,97,797.00	8,97,975.00	178.00
2. Miscellaneous Deposits Unclassified Receipts (Suspense Account)	17,97,342.00	17,91,072.22	6,269.78
3. Advance of T. A. on transfer to employees	1,11,854.00	1,11,514.00	340.00
4. Advance to the Corporation employees for the purchase of conveyance.	15,66,591.00	15,66,699.58	108.58
5. Miscellaneous Advances to the employees of the Corporation.	21,98,872.00	21,99,089.00	217.00
6. Advances to P. W. D. etc for Repair & Maintenance of			
(a) Offices of the ESI Corporation.	33,75,345.00	33,98,533.00	22,188.00
(b) Hospital/Dispensaries Buildings.	3,55,60,187.00	3,57,23,332.00	1,63,145.00
7. Miscellaneous Advances	22,05,390.00	21,80,594.00	24,796.00

STATEMENT-A

Receipt and Payment Account of Capital Construction Reserve Fund
for the year 1979-80 as at 31st March, 1980.

	Rs	Rs	Rs.	Rs
Opening Balance	74,89,66,131 X			
Provision made during the year	15,97,00,416 Y		30,84,84,670	
Interest on investments	1,38,19,243 Z		14,14,36,660	
		92,25,45,790	47,26,24,460	
		Hospitals & Dispensaries.		92,25,45,790
Opening Balance	X	59,91,72,905	14,97,93,226	
Provision made during the year	Y	12,78,08,333	3,19,52,083	
Interest on Investment.	Z	1,10,55,395	27,63,848	

STATEMENT-B

Receipt and Payment Account of the Repair & Maintenance Reserve Fund of Buildings for
the Offices of the Corporation (Including Staff Quarters).

	Rs.	Rs	Rs	Rs.
Opening Balance.	56,12,696			
Provision made during the year	9,93,727			
Interest on Investments	1,06,735			
Cash refunds of unutilised advances made by the State Governments/ State Public Works Departments.	5,41,250		'A' 46,51,072	
			26,03,336	
		72,54,408		72, 54,40 8

'A' Amount advanced to State Govts.	46,51,072
Less Cash refunds of unutilised advances.	5,41,250
Less Amount adjusted on receipt of certified statement of expenditure.	7,33,477
	12,74,727
Balance as per balance sheet (page xix)	33,76,345

STATEMENT-C

Receipt and Payment Account of the Repair & Maintenance Reserve Fund of Hospital Buildings/Dispensaries/Annexes etc.

	Rs.	Rs.		Rs.	Rs.
Opening Balance.	8,19,81,421		Amount advanced to State Governments/State Public Works Departments towards repairs and maintenance of Hospitals/Dispensaries/Annexes.	4,51,97,717	'A'
Provision made during the year.	1,38,87,848		Amount available in the Fund.	5,63,03,730	
Interest on investments.	20,47,060				
Cash refunds of unutilised Advances made by the State Governments/State Public Works Departments.	35,85,218				
		10,15,01,447			10,15,01,447
			'A' Amount advanced to State Govts.		4,51,97,717
			Less Cash refunds of unutilised advances.	35,35,218	
			Less Amount adjusted on receipt of certified statements of expenditure.	60,52,312	
					96,37,530
			Balance as per balance sheet (page xix)		3,55,60,187

STATEMENT-D

Statement showing details 'at 31st March 1980 of Employees' State Insurance Corporation General Provident Fund and Contributory Provident Fund

	General Provident Fund Rs.	Contributory Provident Fund Rs.	Total Rs.
1. Opening Balance	3,88,41,621	1,00,13,305	4,88,54,926
2. Employees' subscription	1,26,02,508	12,07,393	1,38,09,901
3. Corporation's Contribution	—	39,401	39,401
4. Interest on (employees' and Corporation's) share	31,91,270	5,10,039	37,01,309
5. Incentive Bonus	1,27,129	30,450	1,57,579

		Rs.	Rs.
6. TOTAL	5,47,62,528	1,18,00,588	6,65,63,116
(a) Less payment made during the year	98,48,190	8,13,078	1,06,61,268
(b) Less amount transferred to—			
(i) Pension Reserve Fund	—	37,41,674	37,41,674
(ii) Unclaimed Deposits	21,103	14,005	35,108
CLOSING BALANCE	4,48,93,235	72,31,831	5,21,25,066

STATEMENT-E

Employees' State Insurance Corporation
Receipt & Payment Account of Provident Fund for the year 1979-80

Receipts	Amount	Payments	Amount
(1) Opening Balance. Employees' Subscription.		Payment made to the subscriber during the year 1979-80.	
(i) GPF Rs. 3,88,43,337.01		(i) GPF Rs. 98,45,255.10	
(ii) CPF Rs. 1,00,13,305.29	4,88,56,642.30	(ii) CPF Rs. 8,14,436.00	1,06,59,691.10
(2) Receipts during the year Employees' Subscription		Closing Balance	
(i) GPF Rs. 1,26,43,523.50		(i) GPF Rs. 4,49,08,960.70	
Rs. (—)29,374.30			
(ii) CPF Rs. 11,95,555.00	1,38,09,704.20	(ii) CPF Rs. 72,18,635.29	5,21,27,595*
(3) Interest			
(a) On own share			
(i) GPF Rs. 31,91,269.74			
(ii) CPF Rs. 4,57,752.00	36,49,021.74		
(b) On Corporation share			
GPF Rs. 52,287.00	52,287.00		
(4) Corporation's share of contribution for 1979-80			
Rs. 39,401.00	39,401.00		
(5) Incentive Bonus			
(i) GPF Rs. 1,27,129.00			
(ii) CPF Rs. 30,450.00	1,57,579.00		
(6) Amount Transferred to			
(a) Unclaimed Deposits			
(i) GPF Rs. 21,669.15			
(ii) CPF Rs. 14,005.00			
(b) Pension Reserve Fund.			
GPF Rs. 37,41,674.00	(—)37,77,348.15		
GRAND TOTAL	6,27,87,287.09		6,27,87,287.09
Closing Balance of Accounts	Rs. 5,21,25,066.00		
Closing Balance of Broad Sheet	Rs. 5,21,27,596.00		
Difference	Rs. 2,530.00	(Excess in Broad Sheet)	

*The Closing Balance as per Broad Sheet is Rs. 5,21,27,596.00. The difference of Rs. 2,530.00 has been identified and will be corrected in the accounts for 1980-81.

AUDIT CERTIFICATE

I have examined the foregoing accounts for the year 1979-80 and the Balance Sheet as on 31st March, 1980 of the Employees' State Insurance Corporation and obtained all the information and explanations that I have required and subject to the observations in the Audit Report appended, I certify, as a result of my audit, that in my opinion, these accounts and the Balance Sheet are properly drawn up so as to exhibit a true and fair view of the state of affairs of the Corporation according to the best of my information and explanations given to me and as shown by the books of the Corporation.

New Delhi

Dated the 11th Dec. 1980.

V. S. VERMA, Director of Audit
Central Revenues

Audit Report on the accounts of the Employees' State Insurance Corporation—1979-80

1. General :

During 1979-80, the provisions of the Employees' State Insurance Act were extended to 5,564 (Provisional) factories/establishment covering 1.67 lakhs employees. The number of

factories/establishments covered by the Act was 64,600 (Provisional) having 59.83 lakhs employees as on 31-3-1980.

An analysis of the income and expenditure of the Employee's State Insurance Corporation for the years 1978-79 and 1979-80 is given below :—

	Income			Expenditure	
	1978-79	1979-80		1978-79	1979-80
	(Rs. in lakhs)			(Rs. in lakhs)	
Employees' & employers contribution	1,46,67	1,59,61	1. Benefits to Insured Persons and their families		
Interest on contribution	9	15	A—Medical benefits		
State Government's share towards medical benefits initially incurred by the Corporation.	1,10	28	(i) Payment to State Government etc. as Corporation's share of their expenses on providing medical treatment.	49,90	60,23
Interest and dividends	5,28	4,84	(ii) Medical treatment and care and maternity benefits expenses incurred directly by the Corporation.	2,97	3,36
Miscellaneous	4,51	4,91	B. Cash and other benefits to insured persons and their families paid directly by the Corporation	52,97	63,72
			2. Administrative expenses	9,95	11,38
			3. Hospitals and dispensaries	1,42	1,87
			4. Capital construction	14,68	15,98
			5. Emergency Reserve Fund	5,15	2,65
			6. Excess of income over Expenditure	20,61	10,60
	1,57,65	1,69,79		1,57,65	1,69,79

2. Annual Accounts :

(a) Non-exhibition of cost of equipment in the Balance Sheet Rs. 1.51 crores (Approximate).

The Corporation constructed 67 hospitals and 33 Annexes with total bed capacity of 14,102 and 670 respectively in different States upto 31-3-1980 and the cost of their construction was exhibited as Assets in the balance sheet. However, the expenditure incurred on the equipments initially provided to these hospitals and annexes from 1967-68 to 1971-72 and from 1973-74 to 1979-80 (excluding 1972-73) which is shareable between the Corporation and State Government in the ratio of 7 : 1 amounted to Rs. 1,50,67,801.68 which has not been exhibited in the Balance Sheet, as asset.

Corporation stated (Sept' 80) that capitalisation of the expenditure was still under consideration.

The Corporation further stated that the previous figure of Rs. 2,77.07 lakhs was worked out on a notional basis where as the figures amounting to Rs. 1.51 crores now exhibited represent actual sanctions.

(b) Miscellaneous Deposits :

A credit balance of Rs. 17.97 lakhs (unclassified deposits) was lying unadjusted under "Suspense Account Miscellaneous Deposits" as on 31-3-1980. The year-wise break up was as under :

Year	Amount
	(Rupees in lakhs)
Upto 1976-77	0.11
1977-78	0.20
1978-79	1.53
1979-80	16.07
Discrepancy in Broad Sheet and Balance Sheet figures as at 31-3-1980	0.06
Total	17.97

The Corporation explained that the outstanding amounts were mainly on account of unclassified receipts, as challans in support of credits afforded by the bank were awaited. It was stated by the Corporation that steps had been taken to clear the outstanding balances and obviate the chances of credits remaining unclassified.

(c) Damages not properly accounted for

The damages recovered from employers under Section 85 B (1) of the Employees' State Insurance Act were classified under sub-head 'Fees, fines and forfeitures' in the Income and Expenditure Account with effect from January, 1977. The amount actually recovered on this account did not agree with that shown in the Income and Expenditure Account under the above said sub-head, for the years 1977-78, 1978-79 and 1979-80 as shown below :

Year	Amount Recovered	Amount Reflected in the Accounts	Differences
	Rs.	Rs.	Rs.
1977-78	33,45,764	26,18,074	(-) 7,27,690
1978-79	32,72,959	29,93,978	(-) 2,78,981
1979-80	23,85,970	32,12,002	(+) 8,26,032

These differences had not been reconciled so far.

(d) Depreciation Reserve Fund of Staff Cars

Depreciation Reserve Fund of Staff Cars (Rs. 6.21 lakhs) exceeded the cost of Staff Cars (Rs. 5.65 lakhs) as per Balance Sheet as at 31-3-1980. The Corporation stated that the Reserve Fund was still not adequate in view of the increase in the cost of Staff Cars.

3. Advances :

(i) The Corporation has been advancing funds to the State Governments (including their Public Works Departments) for construction of hospitals, dispensaries and other buildings and

for their repairs and maintenance. Out of such advances, a sum of Rs. 21, 68-80 lakhs was outstanding for adjustment with reference to their utilisation refunds etc. as per yearwise particulars given below :

Period of outstanding	Outstanding as on 1st April 1979	Adjusted during 1979-80	Balance outstanding on 31st March 1980
(in lakhs of rupees)			
From 1960-61 to 1974-75	7,42-54	1,22-36	6,20-18
1975-76	1,24-48	26-38	98-10
1976-77	2,83-73	64-01	2,19-72
1977-78	4,68-53	1,41-51	3,27-02
1978-79	6,83-21	3,32-18	3,51-03
1979-80	—	—	5,64-53
Total			21,80-58
Less discrepancies in account records awaiting settlement			1 85
Less lump-sum adjustment for Gujarat region pending allocation			9-94
			21,68-79

It would appear that substantial sums relating to past periods are still awaiting adjustment/recovery. The Corporation stated (September, 1980) that out of the above advances, Rs. 1,41-48 lakhs have since been adjusted upto June, 1980 and that to expedite adjustment, matter was being pursued with the State Governments by the Head Office and regional Directorates of the Corporation.

(ii) Miscellaneous advances :

Out of the amount advanced to various parties for supplies and services rendered etc., Rs. 22.05 lakhs (yearwise details given below) remained unadjusted as on 31-3-1980 :

Year in which paid	Outstanding as on 1-4-79	Cleared during the year	Amount remaining unadjusted on 31-3-1980
(Rs. in lakhs)			
Upto 1974-75	8.50	0.20	8.30
1975-76	0.84	0.25	0.59
1976-77	0.32	0.04	0.28
1977-78	2.54	0.49	2.05
1978-79	3.29	2.45	0.84
1979-80			8.96
			0.78
Discrepancies in Broad Sheet & Balance Sheet figures as on 31-3-1980			0.25
Total			22.05

The progress of clearance of old items was rather slow. The Corporation stated (September, 1980) that efforts were being made to adjust these advances expeditiously.

4. Valuation of assets and Liabilities:

In accordance with Section 37 of the E.S.I. Act of 1948, the Corporation shall, at the interval of 5 years, have valuation of its assets and liabilities made by a valuer appointed with the approval of the Central Government. The sixth quinquennial valuation of the assets and liabilities of the Corporation on 31-3-1979 had not been completed so far (August, 1980). The

Corporation stated (September, 1980) that the Controller of Insurance, Government of India, was appointed in November, 1979 as the valuer and the valuation work had already been taken in hand and was in progress. It was further stated by the Corporation that adjustment on the basis of recommendations made in 5th quinquennial Valuation as on 31st March, 1974 had already been carried out by the Corporation in the accounts for 1977-78 and 1978-79.

5. Arrears of contributions :

The arrears in recovery of contribution which stood at Rs. 24.61 crores as on 31st March, 1979 increased to Rs. 28.10 crores as on 31st March, 1980 as per yearwise particulars below :

Year	As on 31st March, 1979	Recoveries during 1979-80	Balance outstanding as on 31st March, 1980
(in lakhs of Rupees)			
From 1952 to end of 1975	14,31.69	52.50	13,79.19
1976	3,50.18	66.33	2,83.85
1977	4,81.68	6.63	4,75.05
1978			4,81.64
1979			1,90.05
(upto 31st March, 1979)			
Total			28,09.78

It would appear from above that compared to the arrears, the progress of recovery in old cases is rather slow.

The regions in which the arrear for recovery exceeded Rs. 100 lakhs were Andhra Pradesh (Rs. 1,37.73 lakhs), Bihar (Rs. 1,44.23 lakhs), Delhi (Rs. 1,84.78 lakhs), Kerala and Mahe (Rs. 1,29.82 lakhs), Madhya Pradesh (Rs. 1,82.92 lakhs), Maharashtra (Rs. 4,20.54 lakhs), Punjab, Haryana, U.T. Chandigarh and Himachal Pradesh (Rs. 2,66.35 lakhs), Tamil Nadu including Pondicherry (Rs. 1,84.98 lakhs), Uttar Pradesh (Rs. 2,86.74 lakhs) and West Bengal (Rs. 5,98.13 lakhs).

Out of 19,867 factories from which contributions for the period ending 31-3-1979 were due as on 31-3-1980, 628 factories were in default for more than Rs. 0.50 lakhs each.

The Corporation stated (July, 1980) that legal action to recover the outstanding arrears of Rs. 20,24.78 lakhs, had already been taken. For the balance amount of Rs. 7.85 lakhs the position was stated as under :

(a) Legal action had been initiated in respect of Rs. 2,63 lakhs (b) action for another Rs. 2,83 lakhs was under consideration and (c) for the remaining arrears of Rs. 2,39 lakhs, legal action could not be taken due to the following reasons

- Court injunction restraining recovery of dues.
- Employers disputing coverage/payment of contribution.
- Employers' seeking exemption from the provisions of the Act.
- For newly covered factories, dues were not assessed finally.

The Corporation further stated (December, 1980) that the arrears of contribution for the period up to 31-3-1980 amounted to Rs. 32,30.95 lakhs (Provisional) excluding a sum of Rs. 8,67 lakhs approximately towards contribution payable on wages to casual employees where-in the Employers had filed a writ petition in High Court. Further details in this regard were awaited.

6. Imposition of penal damages for belated payment of contribution.

According to Regulation 31-A of the LSI General Regulations 1950, an employer shall be deemed to have not paid the contribution in time, if he fails to submit the contribution cards within the time prescribed under Regulation 26. Section 85 B(1) of the ESI Act, 1948, (introduced in 1975 through an amending Act), empowers the Corporation to recover the damages not exceeding the amount of arrears, from the employers where they failed to pay the contributions due in time and in terms of Section 85(B) (2) of this Act, these damages may be recovered as arrears of land revenue. The yearwise position regarding show cause notices issued, damages levied, recovered and progressive balances at the close of each year during 1977-78 to 1979-80 was as under :

Year	No. of show cause notices issued	Amount of damages levied	Amount of damages recovered	Progressive balance
(Rupees in Lakhs)				
1977-78	21,809	2,32.42*	33.46	1,98.96
1978-79	30,463	3,77.44*	29.55	3,47.89
1979-80	24,608	5,57.97*	23.86	5,34.11

*Includes the balance of last year.

The information regarding number of belated payments wherein penal damages had been waived with reasons therefor was not available with the Corporation.

The Corporation stated (September, 1980) that a substantial amount of outstanding damages could not be recovered owing to cases pending in the courts and in cases where the employers defaulted (specially where 100% damages are levied) due to financial difficulties. In such cases the employers had hardly any assets which the certificate authorities could attach.

7. Unrealised decretal amount.

Employees' State Insurance Courts issued decrees against the employers who failed to deposit the contribution with the Corporation. As on 31-3-1980, decrees for Rs. 32.45 lakhs remained unrealised as per yearwise details given below :

Year of Decree	Lakhs of Rupees
Upto 1974-75	23.57
1975-76	0.83
1976-77	4.68
1977-78	1.55
1978-79	0.65
1979-80	1.17
Total	32.45

(ii) The State-wise figures where the decretal amount exceeded rupees one lakh as on 31-3-1980 were as under :—

State	Rupees in Lakhs
Gujarat	2.50
Madhya Pradesh	8.61
Bombay	2.91
Punjab	1.37
Rajasthan	3.25
Tamil Nadu	2.64
Uttar Pradesh	5.63
West Bengal	2.59

8. Registers of immovable properties (Land & Buildings).

Para 231 of the Manual of Audit and Accounts Volume I of the Employees' State Insurance Corporation enjoins upon the Corporation to maintain detailed records in a 'Register of Immoveable Property separately for plots of lands and buildings.

The Manual further prescribes that annual verification of the agreements and lease deeds shall be conducted early in April each year and the result of verification shall be recorded in the Immoveable Property register and discrepancy, if any, shall be reported to Director General. This has not been done in spite of the fact that this was pointed out by Audit earlier during the Course of Audit for 1976-77 as well. The Corporation stated (November, 1980) that preparation of a consolidated property Register was in progress.

9. Factories Establishments pending inspection/survey.

According to the instructions contained in the 'Hand Book of Instruction of Inspection of Factories,' all definitely covered factories are to be inspected at least once a year and uncovered factories are to be surveyed once in every two consecutive years.

(i) Out of 62,744 factories due for inspection in the calendar year 1979, 7, 742 factories were not inspected upto 31-3-1980 and some of the factories remained un-inspected since 1972.

(ii) Of the Factories/Establishments in respect of which coverage had been decided from a provisional date, the final date of coverage of 12,302 Factories/Establishments (details given below) had not been determined as on 31-3-1980.

Sl. No.	Name of the State	Total number of cases pending for deciding final date of coverage
1.	Andhra Pradesh	108
2.	Bihar	309
3.	Delhi	618
4.	Gujarat	879
5.	Karnataka	489
6.	Kerala	24
7.	Madhya Pradesh	228
8.	Orissa	20
9.	Punjab & Haryana	1,557
10.	Rajasthan	313
11.	Uttar Pradesh	406
12.	Assam	28
13.	Maharashtra	5,134
14.	Pune	882
15.	Tamil Nadu	535
16.	West Bengal	772
Total		12,302

(iii) The number of uncovered factories/establishments required to be surveyed by 31-12-1979 was 9,742 of which 5,212 factories/establishments remained unsurveyed on 31-12-1979. The States in which survey carried out was less than 50% were Bihar (29%), Gujarat (19%), Karnataka (32%), Madhya Pradesh (13%) and Tamil Nadu (44%).

The Corporation stated (September, 1980) that the reasons for not deciding the date of final coverage and non-inspection/non-survey of factories/establishments were as under :

- Records not produced by the employers.
- Factories closed and whereabouts of the employers not known.
- Representations from employers for exemption from the provisions of the Act.
- Employers disputing coverage in the Court.

(V. S. VERMA)

Director of Audit
Central Revenues.

[No. Z-16016/1/80-HI]

N.B. CHAWLA, Dy. Secy

